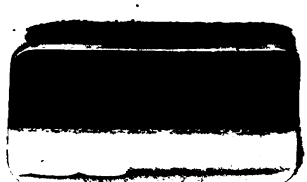
FIRST BIENNIAL REPORT OF THE INDIANA LABOR COMMISSION. 1897-98.



THE FIRST

BIENNIAL REPORT

OF THE

Indiana Labor Commission

FOR THE

YEARS 1897-1898.

L. P. McCORMACK, B. FRANK SCHMID,
Commissioners.

INDIANAPOLIS:
WM. B. BURFORD, CONTRACTOR FOR STATE PRINTING AND BINDING,
1899.

THE STATE OF INDIANA,
EXECUTIVE DEPARTMENT,
INDIANAPOLIS, December 16, 1898.

Received by the Governor, examined and referred to the Auditor of State for verification of the financial statement.

OFFICE OF AUDITOR OF STATE.
INDIANAPOLIS, December 17, 1898.

The within report, so far as the same relates to moneys drawn from the State Treasury, has been examined and found correct.

A. C. DAILY,
Auditor of St te.

DECEMBER 17, 1898.

Returned by the Auditor of State, with above certificate, and transmitted to Secretary of State for publication, upon the order of the Board of Commissioners of Public Printing and Binding.

CHAS. E. WILSON,
Private Secretary.

Filed in the office of the Secretary of State of the State of Indiana, December 19, 1898.

WM. D. OWEN,
Secretary of State.

Received the within report and delivered to the printer this 19th day of December, 1898.

THOS. J. CARTER,
Clerk Printing Bureau.

THE FIRST BIENNIAL REPORT

OF THE

Indiana Labor Commission

FOR THE

YEARS 1897-1898.

To the HON. JAMES A. MOUNT,

Governor of the State of Indiana:

Dear Sir—Herewith is presented a report of the work of the Indiana Labor Commission for the years 1897-1898. The officials of this department received their commissions and entered upon their duties on June 17, 1897. No Labor Commission having previously existed in Indiana, the work to be performed was in an untried field, and the measure of good to come out of inexperienced efforts was at most problematic. There were no rules or precedents by which the Commission could be guided, and it was therefore compelled to formulate its methods of procedure without previous example. Even a careful perusal of rules governing such other State Boards as were available were of little aid except, perhaps, in a general sense, for the reason that the scope and requirements of our law are so different in some essential respects as to bear little analogy to the laws of other States. To the exceptional completeness of the law creating the Commission, and directing its action, much is due for whatever results have been attained. Its clearness in setting forth the purpose to be achieved, and the method to be pursued in the attainment, make the law all that could be desired, and in its general scope needs no amendments.

So far as relates to the purpose of the law, little opposition has been shown by either capital or labor. There has been found almost a universal expression of approval. These evidences have been made by verbal expressions, by numerous votes of thanks from labor organizations, and by letters of commendation from employers in all parts of the State, and are so ample that there is no hazard in the conjecture that Arbitration and Conciliation will be accepted as the more satisfactory method of settling labor disputes in Indiana in future.

The Commissioners' efforts have been enlisted in the investigation and settlement of troubles to a degree almost commensurate with the vast variety of industries of the State. In the mines, on the highways, in the factories and workshops its energies have been exerted in reconciling the ever recurring controversies which arise. Each dispute has presented new phases and taught new lessons. In some instances it has been a demand for increase of wages; in others a protest against reductions; in addition there have been conflicts growing out of demands for trade regulation; the recognition of labor organizations; insistence upon prompt pay and honest weight; protest concerning unfair discrimination against workmen; strifes for the regulation of the hours of labor; organized opposition to oppressive trade rules; and in many instances two or more perplexing questions have demanded adjustment in reaching satisfactory conclusions.

So, also, miners, tin workers, glass workers, building tradesmen, teamsters, shovelers, plate glass bevelers, canners, butchers, coopers, allied printing tradesmen, brick makers, machine workers, and numerous others have encountered controversies, the settlement of which have involved intricate trade problems requiring patience and diplomacy. The results have not always been satisfactory nor permanent, owing to supervening conditions over which the Commission had no control. At times flat failures have followed efforts at settlement.

Investigations have also included the grievances of women and boys. Their condition has not been found less fortunate than that of their sturdier co-workers, but sufficient provocation has been encountered to precipitate strife. With these two classes, however, efforts at Conciliation have been in the main successful.

The experience of the Commission proves that Conciliation, rather than Arbitration, is the more effective and satisfactory method of settling disputes between capital and labor. While Arbitration has been accepted in a few instances, in all of which it has proved effective, yet, for the most part, both sides in the controversies in which the Commission has officiated have preferred Conciliation as the better means of effecting settlement. This has been gratifying to the Commission for the dual reason that it lessens its responsibility and affords better opportunities for more completely uniting warring factions. Men are averse to leaving questions involving the correctness of their methods and the welfare of their business interests to the judgment of others; and especially when the latter may have only a rudimentary knowledge of the intricate matters which labor controversies usually involve. This aversion is at times still further aggravated by the ill feeling which these contentions beget.

Results are different where successful efforts at Conciliation are exerted. The contestants meet, talk over grievances, discuss the interests of the business involved, come to a better knowledge of each others wishes and needs; reconcile their conflicting opinions, and thus pave the way to mutual concessions and satisfactory agreements.

These contentions, often intensified by personal dislikes, strengthened by self-interest, and too frequently colored by ignorance of essential economic truths, if permitted to drift in their own untrammeled way, lead to unfortunate consequences. It cannot be denied, therefore, that every successful effort at Conciliation or Arbitration of differences between employer and workman promotes the welfare of the industrial and social life of society. So far as can now be remembered, these meetings have always brought good results; and in almost every instance where settlements have not been made, it has been where the employer and the men did not meet. Not only have these conferences facilitated settlements otherwise requiring longer time, but frequently have resulted in closer friendships, and inspired reciprocal good will.

The more formidable obstacles to settlements have not generally come from either the employer or employe, but more frequently from intermeddling third persons. Of these, the first are demagogical politicians, who either pose as the "friend" of "oppressed

labor" and proffer sympathy and advice in the hope of being able to secure support in their political aspirations; or seek to gain for their political party some temporary advantage by espousing one or the other side of a labor trouble. Mostly their proneness is to pander to baser sentiments, and by playing upon the irascibility of excited strikers gain a temporary prominence which they hope to turn to selfish gain. They have been encountered frequently, and are a source of perplexing annoyance.

The second are the superserviceable labor agitators, whose zealous and often honest efforts are exerted in trying to promote legitimate ends by unwise counsels. Usually, their sympathy is genuine, and their motives commendable; but they are at no pains to inform themselves of the facts which are essential to correct knowledge and mature judgment. These impulses, therefore, unguided by a correct comprehension of the things proper to do and refrain from doing, lead them blindly on to the commission of blunders which require no small degree of patience and labor to overcome. Of the two, the demagogue is both the more insidious and the more harmful. The power to summarily repress these intermeddlers by legal restraints would greatly simplify and facilitate the Commission's efforts at settlements.

The assessments of fines in factories and mines have been found causes of discontent. These fines are levied for the ostensible purpose of enforcing discipline, but the method is by no means universal or even general. While in most instances they are not excessive, they are nevertheless irritating. The discontent is occasioned less by reason of the pecuniary loss sustained than from the smarting consciousness that it is a confiscation of private property by a method wholly illegal, and that the money thus taken is retained by those who arbitrarily make the rules, determine the extent of their violation, fix the penalties and execute judgments.

There can be no doubt that the successful operation of an enterprise where a large number of men are concentrated, requires the firm enforcement of just rules. But these should always have the qualities of justness of purpose and reasonableness of method. Where misuse or destruction of property results from a violation of such rules it becomes the right and duty of an employer to require reparation. So far as can now be recalled, no strike has occurred because of these fines, nor no assessments have been made sufficiently

grievous to be the occasion, of themselves, of any serious disturbance. However, numerous complaints and protestations have been made to your Commissioners, coupled with the expressed wish that relief could be secured in some form. It has frequently occurred in the process of conciliation that this fining question has become one of the important matters of adjustment, and the earnestness with which workmen have sought relief, betokens a deep-seated aversion to the method.

The desirableness of the State's intervention to prevent conflicts has found ample evidence in the frequency with which the Commission's efforts have been solicited. Not an inconsiderable amount of its labor has been devoted to the adjustment of disputes before the strike crisis was reached. In some instances employers have solicited mediation to avert trouble, and in other employes have asked assistance for the same reason. Occasionally, the matters in controversy have been of secondary importance, but their settlement before a conflict was precipitated has removed the probability of an augmentation of causes which might lead to such a result, and the hurtful efforts which are the outgrowth of strife. To avert trouble by timely intervention is much easier and less expensive than to delay action until dissatisfaction has culminated in a strike. The time and money saved to both capital and labor by this method of intervention is not easily estimated, but it has been a source of acknowledged helpfulness many times. No written statements of them have been filed nor made public, for the reason that the expressed wish of both parties to such settlements usually has been that there be made no record of them. Not infrequently, interested persons have resorted to this method of adjustment for the sole purpose of avoiding the annoyance, criticism, and sometimes loss to which their business might be subjected in the event of publicity.

In two instances it has been found necessary to go beyond the boundaries of Indiana in the prosecution of official duties. The National Coalminers' strike presented the first necessity for such action. In this instance it was your Commission's first purpose and effort to have the meeting of Joint Commissioners convene at Indianapolis. But the universal judgment of those whose opinions were of value was that Pittsburg was the point at which negotiations and concentrated effort should be made. This expediency

grew out of the fact that for years that city has been regarded as the center of the coal industry in this country, and that both mining and selling rates have been largely regulated by operators at that locality. Our action was further prompted by the earnest insistance of high officials in other States, and representatives of business interests whose claims upon our efforts were entitled to respectful consideration. The second instance requiring us to go beyond the State's boundary lines grew out of the controversy between the Wm. B. Conkey Co., of Hammond, and the members of the Allied Printing Trades, of Chicago. Much valuable information necessary to a proper understanding of this contest, and the negotiations necessary to what was hoped would lead to a satisfactory settlement of the contest, necessitated visits to Chicago. With these two exceptions. however, our efforts have been confined wholly within the State.

Fortunately, many of the more strongly organized trades have incorporated into their organic law such wise provisions for the adjustment of local differences, as rendered the efforts of the Labor Commission unnecessary for the most part. These organizations have their own tribunals, duly organized and authorized, to take up and consider, under proper restrictions, such matters as would under other conditions be the proper concern of this Commission. Their adjustment in the manner provided under the laws of their respective bodies cannot, as a rule, prove otherwise than satisfactory, both to employer and workmen. It is perhaps safe to say that one-third of the differences which arise in the lines of industry where perfect organization exists are conciliated in a manner that avoids strikes and without incurring public notice or expense.

Much of the dissension which forces itself to the front in the associations of capital and labor has its origin in a lack of a proper knowledge of existing relationships and environment. It is by no means a difficult task for men with meagre earnings and stern necessities to reason themselves into the conviction that their services are worth a greater pay. This idea once fixed in the mind it is too often the case that the only thought which follows is to make a demand, and to enforce it by a strike. This method is most frequently employed by unorganized or newly organized workmen, and is the result of a lack of discipline. It usually results in the defeat of a laudable purpose by an unwise method. The desire

for good wages is both natural and praiseworthy, but ofttimes the ability of an employer to meet an increased demand is quite an impossible task. The competitive principle in our economic system is not taken into account. To do so a study of existing conditions should be made. The question of competition should be investigated, cost of fuel, convenience to market, and freight rates should be better understood; and all other essential factors which enter into the cost of production and distribution could well be considered fruitful themes for study and discussion in labor organizations and othere assemblies of workmen. This knowledge, supplemented by a larger degree of conservatism, would not only be helpful in promoting harmonious relationships between capital and labor, but would make less probable many mistakes which have proved costly. The first and most important duty of workmen seeking to advance their pecuniary welfare is to acquaint themselves, as far as possible, with the conditions which environ the industry in which they are employed.

The importation of workingmen in large numbers to take the places of home workmen has resulted in serious, and in some instances fatal, clashes in other States, and might under aggravated circumstances precipitate strifes in Indiana. Within recent years but one instance of this kind has occurred in this State. The imported men were of the lowest grade intellectually and morally, and were armed to the teeth by the company importing them. Notwithstanding their hostile conduct, and the aggravating language used by them, no serious difficulty ensued. The possibility of evil which might grow out of such importations under the aggravating circumstances and conditions which a heated strike sometimes produces, might well challenge the thoughtful consideration of our law-makers. It may well be doubted if these importations can be justified under any circumstances, and the evil results which might grow out of such an act greatly overbalance any possible good which could be realized. Prohibitive legislation on this subject seems imperative.

No propositions involving settlements of labor controversies present as great obstacles as those in which trusts are parties to agreements. In every encounter with labor, the workingman, however just his cause, emerges from the conflict the greater sufferer. Their opportunities in regard to wage reductions are exceptional, and

their desires are always equal to their opportunities. They are not trammeled by State laws, and they defy federal authority.

These combines are created by the association into one corporation, and under one control, of a number of factories in the same industry, usually located in different States. At the time of their formation they generally present diverge wage conditions. The first thing sought by every well regulated trust is uniformity in the condition of output. This is accomplished by a readjustment of wages. The singular uniformity of method adopted by all combines in such efforts makes it little less than a marvelous coincidence. The wage conditions in the different factories of the combine are minutely analyzed, and the various methods of production are studied; then the readjustment begins. Singular as it may seem, this process never proceeds upward, but always downward. That factory in the combine paying the least wages is chosen as the standard by which all the others must be measured. If a protest against a reduction is filed it is not heeded. If a strike follows, all propositions aiming at conciliation or arbitration are rejected, the factory at which the scene of disturbance is located is "closed down for repairs," and the workmen are starved into submission. If, perchance, this method of subjugation proves ineffective, then with a readiness and convenience that seems to be born of the eternal fitness of things the power and authority of the Federal courts are evoked. Blanket injunctions are prayed for to restrain strikers from molesting the illegally constituted combines in doing those things which the law prohibits. The eagerness with which injunctions are sought is only equaled by that with which they are granted. Thus these unlawful institutions feast to satiety upon despoiled labor, destroy honorable competition, stifle legitimate enterprise, appreciate the price of their products to extortion, and levy unjust tribute upon the consumer, all in violation and defiance of the law. Great is the law!

Wherever efforts at settlement have been made a special endeavor has been put forth to establish a more harmonious relationship than had previously existed. Attempts in this direction have been difficult at times, especially where long-existing estrangements were encountered. The great number of perplexing questions which frequently present themselves in the process of the adjustment of labor disputes are more than likely at times to leave their

disagreeable impress upon the feelings and temper of some of the persons in connection therewith; nor are these rankled feelings confined to one side by any means. The existence of such unpleasant conditions makes settlements unsatisfactory and uncertain. The absence of harmonious relationships in the conduct of affairs involving large numbers of men increases the hazards of business. Out of this unfortunate condition a two-fold evil arises: It lessens the permanency of invested capital and correspondingly increases the uncertainty of labor's employment. It is a matter of the highest importance to all interested concerned, therefore, that the two prime factors of industrial life should blend their efforts in mutual endeavor at harmonious and cordial co-operation. Your Commissioners have striven to promote this condition by counseling forbearance on the part of employers and a larger degree of conservatism on the part of labor. Numerous pledges have been made in this regard, and if complied with will prevent many strikes, which are, without question, the bane of our industrial life.

The necessary office work of the Commission requires nearly all of one Commissioner's time when not out in the State engaged in the active work of conciliation or arbitration. To compile the data, write the reports, read the proofs and supervise their publication, carry on the official correspondence which has grown up with the work, and look after such other needful details of the Commission's affairs as the nature of the duties legitimately demand, imposes labor of no small degree. For all this the State makes no allowance, and the person rendering the service receives no pay. In the opinion of your Commissioners it would be better, therefore, to change the method of payment to a direct salary, rather than the payment of per diem compensation. This can be done on the basis of the present appropriation for the maintenance of the Commission, without in any way impairing the efficiency of its services.

The following tabulation shows that during the eighteen months of its official life the Labor Commission has investigated and reported on thirty-nine strikes and lockouts. Of this number, failure to adjust differences occurred in seven instances, and in two of these the contestants on one side were non-residents of the State, over whom, consequently, the Commission could have no jurisdiction.

In four instances the Commission simply investigated and reported the conditions of settlement made between the parties of their own volition.

In twenty-eight contests satisfactory agreements were reached through the mediations of the Commission, and in nineteen of these settlements the workmen secured either advance in wages or other improved conditions.

The Commission was also instrumental in having two boycotts declared off, and in five instances prevented strikes by timely negotiations which are not accounted for in the appended table. In all, therefore, the Commission has made forty-six official investigations and efforts at conciliation, mediation or arbitration, or an average of nearly three a month.

LOCALITY.	Occupation.	Strike Began.	No. Days Out.	No. of Strikers.	Total Days Lost. (Approximate.)
		1897.			
Washington	Miners, failed	May 30	468	234	20,000
†National	Miners, investigated	July 4	63	6,000	378,000
†Columbus	Tanners	Aug. 12	19	65	1,234
†Anderson	Wire Nailers	Aug. 21	6	100	600
Elwood	Tin Plate Workers	Sept. 4	7	1,500	5,540
Sharpsville	Tomato Canners	Sept. 22	1	150	150
Alexandria	Plate Glass Workers	Sept. 25	4	80	320
Marion	Carrier Boys	Oct. 4	2	75	150
Anderson	Glass Blowers	Oct. 13	30	40	1,200
Star City	Miners	Nov. 20	10	200	2,000
Hymera	Miners	Nov. 20	10	200	2,000
*Kokomo	Glass Workers, failed	Dec. 1	30	200	6,000
*Elwood	Glass Workers, failed	Dec. 3	60	200	12,000
Muncie	Carrier Boys, failed	Dec. 29	14	150	2,100
		1898.			
Middletown	Tin Plate Workers	Feb. 7	7	125	875
Marion	Carrier Boys	March 7	7	90	630
Center Point	Miners	March 8	12	75	900
†Brazil	Miners, investigated	April 1	11	300	3,300
†Caseyville	Miners	April 1	11	300	3,300
Clay City	Miners	April 1	13	50	650
Clay City	Miners	April 1	4	50	200
Linton	Mine Blacksmiths	April 9	19	350	6,650
*Terre Haute	Brickmakers	April 25	30	50	1,500
Muncie	Carrier Boys	May 3	6	150	900
South Bend	Case Makers	May 3	10	1,100	11,000
Indianapolis	Coopers	May 5	19	75	1,425
Alexandria	Glass Workers	June 4	7	450	3,150
Monticello	Teamsters	June 6	10	100	1,000
Evansville	Street Laborers	June 8	10	75	750
Indianapolis	Butchers	June 10	130	16	2,080
Evansville	Street Laborers	June 24	3	50	150
Indianapolis	Painters	July 16	7	150	1,050
*Anderson	Wire Workers	July 18	104	425	42,200
*Hammond	Allied Printing Trade	Aug. 15			
Sharpsville	Canners	Aug. 16	Arbi.		
†Indianapolis	Pressfeeders	Oct. 3	1	65	65
†Cicero	Carrier boys	Oct. 5	1	125	125
Atlanta	Tinplate workers	Oct. 20	13	100	1,300
Indianapolis	Painters	Oct. 26	40	150	6,000
Totals				13,815	539,264

*Failed. †Investigated only.

This table is only approximately correct, for the reason that it is found impossible to keep an accurate account of the number who remained idle, or the time lost by each workman during the continuance of a conflict. For instance, one strike has continued during 468 days, and at its inception was participated in by 234 workmen. It by no means follows, however, that the entire number has remained idle during the succeeding eighteen months, which would mean a loss of 109,512 days' labor. From reliable data it is estimated that each of the 234 workmen has lost at least one-sixth of the time indicated, which aggregates 20,000 days' labor.

In another instance 260 men struck, and four days later 1,240 of their fellow workmen followed, the strike lasting seven days, sustaining a loss of 5,540 days.

There are three important facts in this connection that should not be overlooked: First, There is no means of approximating or estimating even remotely the duration of strikes or the number of persons that they ultimately might have involved, had not official efforts at conciliation or mediation been made. Secondly, There is no way of estimating the loss that has been sustained by both capital and labor, by these industrial disturbances; nor of calculating the still larger losses that would have been involved by their longer continuance. Thirdly, The immense losses that have been sustained by merchants and other commercial interests in the various localities which have been the scenes of these destructive clashes, are beyond computation for lack of data.

Following is a statement of the Commission's expenditures from June 17, 1897, to November 1, 1898, covering a period of sixteen and one-half months:

EXPENSES OF COMMISSION TO NOVEMBER 1, 1898.

CASH ACCOUNT AS FOLLOWS:

L. P. McCormack, June to November 1, 1897	$490 00	
November 1, 1897, to November 1, 1898	1,550 00	
		$2,040 00
B. Frank Schmid, June to November 1, 1897	$450 00	
November 1, 1897, to November 1, 1898	1,130 00	
		1,580 00
Secretary, June to November 1, 1897	$48 00	
November 1, 1897, to November 1, 1898	223 00	
		271 00
Hotel bills		355 25
Railroad fare		242 30
Livery hire		24 25
Hall rent		4 50
Telegrams		7 82
Wm B. Burford		91 27
Stamps		5 00
Typewriter		117 00
Book case		12 00
		$1,750 39

UNPAID.

By a decision of the Attorney-General that portion of the appropriation necessary to defray the traveling expenses of the Labor Commission did not become available until November 1, 1897. From June 16, 1897, until November 1 of the same year the Commissioners were compelled to meet such expenses out of their private funds. It is hereby petitioned, therefore, that restitution of this amount be made by special appropriation. Following this is an itemized statement of the expenditures for which compensation has not been allowed:

Railroad fare	$101 00
Hotel	153 23
Livery	3 00
Stenographer	10 00
Telegrams	8 26
Hall rent	50
	$275 99

Most respectfully submitted,

L. P. M'CORMACK,
B. FRANK SCHMID,
Indiana Labor Commission.

DETAILED STATEMENT OF INVESTIGATIONS AND SETTLEMENTS.

CABEL & KAUFFMAN, WASHINGTON.

The first trouble to enlist the official notice of the Labor Commission was a lockout of 234 coal miners at Cabel & Kauffman's, Washington, Daviess County. The trouble dates from May 30, 1897, when the company refused to sign a wage scale formulated at a joint conference between committees of operators and union miners at Terre Haute in April preceding, at which conference the Cabel Co. declined to send a representative. The agreed scale made a reduction from 60 cents to 51 cents per ton for screened coal; and from 41 cents to 35 cents per ton for "mine run," or unscreened coal. In submitting this scale for acceptance the members of Miners' Local Union No. 39, of Washington, asked, in addition, a compensation of 3 cents per inch per lineal yard for separating and removing the "inequalities" or "dead dirt" encountered in the process of mining. This "dead dirt" consisted of fire-clay, bone-coal, slate, and other refuse material, which covered the thin seam of coal to a thickness ranging from six to thirty inches, and the handling of which was necessary in order to mine the coal. Payment for handling such substances, when found in large quantities, is customary. The miners offered to arbitrate the question through the Labor Commission, or a commission of three or five disinterested persons, mutually agreed upon, but these propositions were rejected. The operators offered to accept the Terre Haute scale, and if it was found, on trial, that an injustice was done the miners, a proper reduction in the price of powder, oil, fuses, etc., furnished the men by the company, would be made. This proposition was rejected. At the time of the Commission's first visit the company refused to meet the miners, or a committee representing them, in conference. In order to more fully understand the merits of the controversy, the Labor Commission entered the mine in company with experts representing both sides, and investigated the nature and extent of the objectionable matters complained of. The results of this inspection are contained in the following paragraphs taken from the first official report:

In conclusion of the whole matter, after seven days' diligent investigation, we believe:

First. An inspection of the mine gives irresistible proof of the existence of clay, bone-coal and other "inequalities" in quantities that make the handling thereof without compensation an oppressive burden.

Secondly. We found an abundant proof that in other mines the handling of such "inequalities" is paid for in this State without question.

Third. The petition of the miners is reasonable (being less than that paid by many other operators) and is not wholly adequate to properly reimburse them for the labor expended and time consumed in its disposition.

Fourth. In our judgment, there is nothing in the situation of the coal mines of the above named firm, or in their environment as compared with other mines, which sustains the claim or warrants the conclusion that they cannot pay the same price for handling "deficiencies" their competitors do, and successfully compete for business in the open market.

Fifth. The repeated and persistent refusal of the firm to accept any overture to arbitrate differences offered by the operatives, or to meet a committee for the purpose of conciliation, coupled with a curt declination to accept legal counsel and friendly advice, gave evidence of such a determined purpose to persist in its course of doubtful fairness as must result in compromising to a hurtful degree a firm name and character which for nearly half a century has been a synonym for fair dealing and unquestioned integrity. Our efforts at settlement failed.

In accordance with the instructions from the Executive Department, under date of November 6, 1897, your Commissioners a second time visited Daviess County for the purpose of "investigating the causes leading to the continuation of the trouble at the mines of Cabel & Kauffman." It was found that "machine mining" had been adopted, and that a communication under date of October 12, 1897, had been sent by the company to several, though not all, of the former employes, offering them work at the Terre Haute scale rate, but refusing to pay for handling "dead dirt." This proposition was rejected, because of such refusal, and for the additional reason that only a portion of the miners were to be taken back.

Following this refusal about seventy-five colored miners were imported from Hopkins County, Kentucky, and were all heavily armed by the Cabel-Kauffman Co., and claimed to have been given instructions by the company's agent to use their fire-arms at any time they thought necessary. Winchester rifles and a large supply of revolvers, with an abundance of ammunition, were placed in their possession.

Subsequently a part of these miners became dissatisfied and returned to Kentucky. Some of them informed your Commissioners that they had been deceived, and their compensation and general surroundings were not as profitable and agreeable as at their homes in Kentucky.

A citizens' committee was formed, consisting of Hons. David J. Hefron, Circuit Judge; J. H. Spencer, Mayor; A. G. Read, banker; J. H. Jepson, merchant; Hugh Rogers, Councilman, and A. J. Padgett, attorney, who took the matter up, and in the office of Judge Gardiner, with your Commission, held a lengthy audience with Messrs. Cabel & Kauffman, at which the following proposition was submitted by the miners:

Washington, Ind., Nov. 10, 1897.

To Cabel & Co.:

Gentlemen—We, your former employes, are ready and willing to go to work at Mines Nos. 4 and 9, at the scale of wages that prevail at the present time for mining in this district. The six men whom you do not desire to again employ are perfectly willing as individuals to not ask for a reinstatement if it shall be the cause of preventing our fellow-workers from being employed. However, we would ask you in all fairness, and justice to ourselves and this community, to agree to give them a fair and impartial hearing before a tribunal of disinterested citizens who are to judge the merits of the charges you make against these men.

In settlement of the pending controversy between your firm and your former employes regarding "dead dirt" we will agree to return to work on the payment of two cents per inch per lineal yard for its removal. We further agree to make a reduction in yardage, room turning, etc., sufficient to compensate the company for the extra pay on this dirt.

We are ready and willing at all times to leave matters in controversy to arbitration before the Indiana Labor Commission, or any other tribunal that we may mutually agree upon.

If the foregoing propositions be accepted, it shall be on the condition that our union be not assailed, or the right to belong thereto questioned, and a check-off to remain as heretofore.

These propositions were rejected, and the following counter-propositions were made by the firm:

We will pay the district scale for mining.

We will agree to take fifty or sixty men at once into Mine No. 4, and as soon as we can use more, we will put in all we can use; and at Mine No. 9 we can use twenty or twenty-five men as soon as No. 4 is filled.

We will take back one hundred and fifty of our former miners and mine laborers inside of sixty days.

If a majority of the men who work in Mine No. 4 shall request a "check-weighman" the firm will grant one, provided the vote is taken before the "bank boss."

We will agree to furnish our men the best miners' oil at forty-five cents a gallon, powder at $1.65 per keg, squibbs at fifteen cents, and coal for their own use at twenty cents per load less than the regular price.

Twelve men instead of six, as formerly announced, will be refused employment.

We will not agree to pay for "dead dirt."

The foregoing propositions were rejected, and the miners submitted the following:

Washington, Ind., Nov. 13, 1897.

To Cabel & Co.:

Gentlemen—Being desirous of bringing the long-pending controversy between yourselves and your former employes to a close, we offer at this time three propositions, either of which, if accepted by the firm, will be faithfully carried out on our part. We pledge ourselves, if reinstated, to do our work well and in the interest of the firm. We also ask you to reinstate all of us and give us an opportunity to prove our fidelity.

We would further ask that the firm grant us the privilege of dividing our force, and to allow each gang to work alternate days until such time as employment can be given to all, according to your propositions of last week.

We accept your offer to pay the district scale for mining.

We also accept the reduction made us in oil, powder, squibbs and coal.

FIRST PROPOSITION.

We will agree to handle the "dirt" heretofore complained of on the following basis:

All "dirt" from one to four inches no charge will be made; dirt from four to eight inches in thickness two cents per ton extra for each ton of coal mined, and for each additional four inches of dirt one cent per ton additional.

SECOND PROPOSITION.

We will accept the proposition made by B. F. Strasser in which he agreed to furnish the services of three day men to handle the dirt, with the following modification:

That instead of extra men doing this work, that the amount ($4.80) which would be paid for such services be given to us to be divided among those who handle the dirt.

THIRD PROPOSITION.

We believe the average thickness of dirt to be handled is twelve inches.

Taking forty rooms as a basis of our estimate we deduct the following calculation:

Forty rooms, twelve-inch average of dirt at two cents per inch per lineal yard would amount to twenty-four cents; however, as miners are

enabled to mine but eighteen inches in depth per day, this would give to each man twelve cents or $4.80 for the forty rooms.

As an off-set to the above pay for dirt, we agree to make the following reduction:

We believe that on an average there is dug each day sixteen yards of "narrow work," "entries" and "break-throughs," and this work we agree to do at $1 per yard instead of $1.17, the scale price. This would amount to sixteen yards at seventeen cents per yard, which is $2.72, and allowing forty cents per day for "room-turning," you would receive an off-set to the payment of $4.80, above stated, the sum of $3.12, leaving the net cost to the firm of $1.68 per hoisting day.

The foregoing propositions were rejected by the company on Tuesday morning, November 16.

The firm claimed that the "dirt" question was not a legitimate matter of controversy for the reason that if the coal was properly mined the "dead dirt" would not come down with the coal, and therefore would not need removal. It claimed that by digging under the seam of coal for a distance of ten or fifteen inches, inserting wedges in the seam between the coal and the overlying dirt and using small blasts of powder, the coal would fall while the "dirt" would remain an unseparated part of the roof. The operators further asserted that the coal had been mined without under-digging, and by the use of too heavy charges of powder, which had been inserted into holes drilled from three to five feet into the sides of projecting points on the zig-zag front of the coal seam, the result being that not only the coal but also the "dead dirt" was shattered and fell with the coal in a common mass.

To this statement the miners entered a denial, and said that when the overhanging "dead dirt" becomes exposed to the air and saturated by the constantly percolating water, it softened, crumbled and became detached from the roof, and fell in such masses as to endanger life and limb; hence, its removal was essential to safety. At the conclusion of the last conference we were told by the company that those of the foregoing propositions offered by it as a basis of settlement were permanently withdrawn, and we were given to understand that it would not sign any agreement.

Realizing that further efforts at settlement were futile, your Commissioners thanked the gentlemen composing the Cabel-Kauffman Company for the numerous audiences with which they had favored us, and for the courtesies of which we had been made the

appreciative recipients, bade them a final and friendly adieu, regretfully reported to the needy and disappointed miners our failure to secure for them reconciliation and employment, and turned our steps homeward.

RECAPITULATION.

The company has been a heavy sufferer from incendiarism at the hands of some unknown miscreant in past years, but it has never been proven that a miner was the guilty wretch, nor even charged that the organization sanctioned such vandalism.

To remove "dead dirt" by day labor is not practicable for the reason that the miners would be required to remain idle during process of removal, and thus sustain a loss of from one to three hours per day.

The proposal of the miners to remove "dirt" and accept the wages of the three time hands, the same to be divided among those who would be required to perform that task, was, we think, reasonable, and would have settled the whole "dirt" controversy. Or the acceptance of either of the other two propositions would have led to the same satisfactory result.

The importation of foreign workmen, we feel was unnecessary, and in this instance resulted in lowering the standard of citizenship without corresponding compensations. The arming of a large crowd of ignorant strangers, warning them against imaginary danger, and advising them to use their fire-arms whenever they thought themselves justified, in the absence of any threat or hostilities, were acts which deserve the most severe condemnation, and call for prohibitive legislation.

NATIONAL COAL MINERS' STRIKE.

On June 24, 1897, a strike was ordered by the members of the National Executive Board and District Presidents of the United Mine Workers of America, to take effect July 4, following. The miners of Illinois, Indiana, Ohio, Pennsylvania and a part of West Virginia generally obeyed the order and ceased working on that day. The cause that led to the strike was a general protest of over-taxed, under-paid workmen engaged in this important industry against

longer continuing a semi-starved existence. The limit of endurance was reached when labor could no longer sustain itself. A distinctive feature of the struggle was the surprising growth of the movement. Men deserted the mines at many points least expected. It is estimated that in this contest fully 100,000 miners enlisted themselves in a peaceable, lawful effort to better the conditions of their unfortunate economic environment. In Indiana ninety per cent. or about 6,000 of those engaged in the mining industry joined hands with their brethren in other States in an effort for living wages and other conditions essential to respectable existence.

On Tuesday, July 6, your Commission extended invitations to the Commissions of Illinois, Ohio, Pennsylvania and West Virginia to join them in a conference at Indianapolis, to take such action as the unusual conditions in the five States seemed to justify. Pending answers, Terre Haute was visited, there to study the strike features in the Indiana fields.

On Wednesday, July 7, at an informal conference of the operators at Terre Haute, the following bituminous operators were present: Messrs. J. S. Tally, C. H. Ehrman, J. C. Anderson, J. L. De Vonald, J. D. Hurd and John Mushett. The concensus of opinion was that nothing could be done in Indiana until the long-continued struggle between the several factions of Pittsburg operators should first be adjusted and settled.

On July 8th a meeting of the block coal operators was held at Brazil, at which were present fifteen of the leading block coal operators of Indiana. They, too, inclined to the opinion that no settlement in Indiana could be had until the Pittsburg District scale had been adjusted.

Following this a meeting was had with President Knight and Secretary Kennedy, of District No. 11 of the United Mine Workers of America, in which President Knight expressed himself as follows:

"Indiana is absolutely helpless unless the other States join in arbitration, on account of the sharp competition. Nothing can be done as to a local settlement; I am absolutely certain of that. I think the best thing to be done is to first go to Pittsburg and try conciliation or arbitration."

Secretary Kennedy said: "All contracts in Indiana are conditioned upon the agreement of the Pittsburg district, as that district controls all others, and there is the beginning point."

On Thursday, July 8, Secretary Bishop of the Ohio State Board of Arbitration met with your Commission at Terre Haute. After a general discussion of the situation the conclusion reached was to send the following telegrams:

To the State Board of Arbitration of Illinois:

Will you co-operate with the Arbitration Boards of Ohio and Indiana in efforts to adjust coal miners' strike? We suggest meeting at Pittsburg.

Another was sent to Governor Hastings of Pennsylvania, as follows:

The Arbitration Board of Ohio and Indiana earnestly desire your co-operation in efforts to settle coal miners' strike. Will you designate some one to represent you at a meeting suggested at Pittsburg?

In answer to the Illinois telegram, the following message was received:

The Illinois Board is ready to meet Indiana and Ohio Boards at any time or place they may designate.

The message of Governor Hastings read as follows:

I would be glad to do anything in my power to assist in adjusting miners' strike by meeting as you request with the Labor Commissioners of Ohio, Indiana and Illinois, in Pittsburg, if it were not for the fact that neither the miners nor the operators have made any request upon me so to act. DAN H. HASTINGS.

A message was received from Governor Bushnell of Ohio, by Secretary Bishop, giving encouragement to the movement as outlined by the joint boards. The communication was as follows:

The meeting at Pittsburg should be held at once, even if Pennsylvania does not join the movement. Public sentiment will commend such action and greatly facilitate a settlement.

Encouraged by this, and having received hearty support from our own Governor, a joint meeting of five State Boards was arranged to convene as designated. On Monday, July 12, 1897, the following gentlemen, members of the various State Boards of Arbitration, met at the Seventh Avenue Hotel, Pittsburg: Judge Sylvan N. Owen, of Columbus; General John Little, of Xenia; Joseph

Bishop, of Columbus, all members of the State Board of Arbitration of Ohio; H. R. Calif, of Monticello; Daniel J. Keefe, of Chicago; Edward Ridgley, of Springfield, member of the State Board of Arbitration of Illinois; I. V. Barton, of Charleston, State Statistician of West Virginia; L. P. McCormack and B. Frank Schmid, members of the State Labor Commission of Indiana. The Joint Commission organized by electing Gen. John Little, chairman, and Dr. B. Frank Schmid, secretary.

About one hundred and fifty firms and individuals are engaged in the production and distribution of coal in the territory known as the Pittsburg District. The first important fact to confront the Joint Commission at the inception of its work was a strikingly anomalous complication existing in the coal trade in this district in the nature of a quadrangular fight. Factions existed among the operators which for bitterness and ferocity, equaled, if they did not surpass, the animosities which prevailed between the operators and miners. Some of the operators had paid an agreed scale for mining, had given honest weights and maintained other fair advantages in the mines, and had made their payments in money. Others had made their payments in pluck-me-store orders, and enforced a reduced wage scale, while a third class had paid a lower scale than the average, but had observed a system of cash payments. Manifestly, therefore, the two latter classes of dealers, with their less scrupulous methods, could dispose of their products in the markets in ruinous competition with their fairer and more honorable competitors. There were other elements which contributed to the inauspicious conditions, but the foregoing were the more potential facts in the situation as the Joint Commission found it. This disturbed relation had existed for years and each succeeding season brought newly opened mines; an accession of new operators into struggling competition, and an increased tension resulting from decreasing prices in an overstocked market. It was plainly discernible that the real mission of the Joint Commission was rather to conciliate these warring factions among the operators than to attempt negotiations with the hope of ending the strike.

It was learned that W. P. DeArmitt, one of the leading coal operators of Pittsburg, had the previous year, endeavored to get all the operators in the district to form an association, and agree to what was known locally as the "Uniformity Agreement." Each

operator was to deposit bonds of amounts commensurate with the output of his mines, and by contributing a small tax to a general fund, the combined operators were to have the power of inspecting the books and supervising the weighing, screening and loading at the mines, so that if any operator should be caught resorting to dishonest methods he might be punished by a heavy forfeiture of money. It was also to be provided that all wage payments were to be made in money, and pluck-me stores were to be abolished. The "Uniformity Agreement" was considered by Mr. DeArmitt as the solution of all the ills of the districts by guaranteeing honest weights, uniform screens, payments in cash at stated periods, abolition of company stores, establishment of satisfactory differentials, freight rates, etc. But only 67 per cent. of all the operators would agree to this arrangement, and it signally failed at the first attempt at its establishment.

The Joint Commission soon became aware that the two larger operators of this district were W. P. DeArmitt and Francis Robbins, and that whatever was undertaken must be with their co-operation.

Mr. DeArmitt stated emphatically that he was ready and willing to revive and sign the "Uniformity Agreement," and to again labor for its establishment, and that if it was carried out it would eliminate many of the abuses which existed.

In a conference had with representative miners, Secretary Wm. Warner, District Secretary of the United Mineworkers' Union, said:

"With the 'Uniformity Agreement' in force, the operators could afford to pay a good price for mining, because the higher the mining rate the more money the operators would make;" and he commended the matter of arbitration on the basis of the "Uniformity Agreement."

A message was sent to Senator M. A. Hanna, at Washington, D. C., asking for his co-operation along the line of Uniformity, eliciting the following public expression:

If the "Uniformity Agreement" will abolish false weights, cheating screens, and the company store system, I am heartily in favor of it. I am sure that if the issue is submitted to arbitration, the striking miners will receive due recognition. I wired M. A. Hanna & Co. that they should use all their influence with the coal operators at Cleveland and vicinity for

the adoption of the plan. I will do all in my power to further its consummation. I hope that those interested will follow out the plan as outlined.

Patrick Dolan, District President of the United Mine Workers of America, expressed himself as follows:

"If the 'Uniformity Agreement' becomes a reality and a stop is put to all fraud and chicanery in the coal trade and there is provided some satisfactory mode of arbitrating the price question, a victory will have been won, not only for peace for the operators and miners, but a victory for the whole people and for civilization."

On Saturday night, July 17, 1897, copies of the "Uniformity Agreement" were delivered to Messrs DeArmitt, Francis Robbins and the officers of the District Mine Workers.

The progress of negotiations for some days was necessarily slow, owing to the fact of the great interests involved, the grievances of the operators among themselves and the lack of confidence.

On Saturday, July 17, 1897, the following message was sent to President McKinley, at Washington, D. C.:

In view of the fact announced through the daily press that you have consented to give the question of arbitrating the great coal strike, now in progress, your serious attention, we, the undersigned representative citizens of Pittsburg, earnestly ask you to use your best influence, as far as it may be convenient and proper, to persuade the mine owners of the Pittsburg district to agree to the proposed contract, providing for uniform and honest commercial methods for arbitration of the wage question. This seems to be the only hope of ending an appalling struggle, the consequence of which, if it is permitted to continue, can hardly be foreseen.

H. P. FORD,
Mayor of Pittsburg.
J. B. JACKSON,
C. H. FITZWILLIAM,
ALBERT J. BARR.

Another appeal by the Pittsburg City Council was as follows:

Whereas, A sensible and business-like method of settling the great coal strike has been proposed through a contract providing for uniformity and honest methods in production in the Pittsburg district and for arbitration of the price question; and,

Whereas, President McKinley has consented to give the furtherance of this thoughtful attention; therefore, be it

Resolved, That we, the City Council of Pittsburg in regular session, do earnestly urge the President to act as promptly in this matter as his wisdom and conscience may direct before said strike develops into an industrial war, that threatens to violate the public peace and seriously interfere with the business interests of this community.

After two weeks of unremitting effort by the members of the interstate Boards of Arbitration, a meeting of coal operators was arranged for, to be held in the Court House of the City of Pittsburg, and the Joint Commission was commended for its earnest efforts in behalf of peace and order.

Influential coal firms of the Pittsburg district were prevailed upon to lend their good offices in behalf of this call, and the following call was made:

Pittsburg, July 23, 1897.

To the River and Railroad Coal Operators of the Pittsburg District:

The undersigned respectfully request the operators of all coal mines in the Pittsburg coal seam, whether shipping by river or rail, to meet in convention at 11 o'clock a. m., on the 27th day of July, 1897, at the Court House in the City of Pittsburg, to consider and take such action as may be deemed advisable in respect to a "Uniformity Agreement."

This time is peculiarly propitious for such action, as public attention all over the country is aroused and directed to this matter.

A full attendance is earnestly requested.

NEW YORK & CLEVELAND GAS COAL CO.,
W. P. DEARMITT, President,
ROBBINS' COAL CO.,
M. A. HANNA & CO.,
J. B. ZERBE & CO.,
W. P. REND & CO.,

And fourteen other leading operators.

One hundred and fifty of the leading operators of the country were present. A committee of nine, representing the various interests, was appointed to revise the "Uniformity Agreement" in order to make it conform to existing situation. During two days' deliberation the document was prepared with care, and it was believed that it would give the miners' conditions they were contending for, and would put employers and employes upon a basis of mutual benefit.

January 1, 1898, was set as the time limit in which operators were to sign the agreement as perfected by the committee of the coal operators.

Upon the completion of this work the Indiana Labor Commission returned home to look after existing labor troubles, and the consummation of the Uniformity scheme was left entirely in the hands of the Ohio Labor Commissioners, whose tireless and invaluable services have secured for them the gratitude and thanks of

all who were in sympathy with the efforts of struggling humanity to obtain living wages and fair treatment.

It is not claimed, nor never has been, that the efforts at establishing Uniformity in the Pittsburg district is the more important agency in achieving the splendid agreement secured by miners in their final settlement. Public opinion, practically unanimous in favoring the justice of their claim; the overpowering weight of the press; the current of sympathy springing from all the walks of life; the liberal financial aid rendered at times when gaunt hunger would have rendered resistance powerless, supplemented the efforts of that splendid organization which was largely the outgrowth of the contest, aided in securing the grand results. Yet no fair-minded man will question the statement that the efforts at Uniformity greatly ameliorated the strained relations previously existing between the numerous factions among the operators in and about Pittsburg, and thus contributed in some degree in securing the good results attained at the final settlement.

At a conference held at Columbus, Ohio, on September 2 and 3, between the National Executive Board and District Presidents of the United Mine Workers of North America, and a committee of the Pittsburg district operators, the following propositions were submitted by the Pittsburg operators as the basis of a settlement:

1. The resumption of work at a 64-cent rate of mining. The submitting of the question to a Board of Arbitration to determine what the price shall be, the miximum to be 69 cents and the minimum to be 60 cents per ton, the price to be effective from the date of resuming work.

2. A straight price of 65 cents a ton to continue in force until the end of the year with the additional mutual understanding that a joint meeting of operators and miners shall be held in December, 1898, for the purpose of determining what the rate of mining shall be thereafter.

On September 8, 1897, a delegate convention of miners was held at Columbus, Ohio, at which meeting a proposition to commence work at 65 cents per ton, to remain in force until the end of the year, was considered and voted upon, and as soon as the miners could ratify the proposition, work was to be resumed at all the mines. This proposition also provided for a joint conference for

the adjustment of prices, the operators pledging themselves to meet with the miners prior to the termination of the agreement and determine the rate of mining for the next year.

The strike was brought to an end on the evening of September 11, 1897, so far as Pennsylvania, Ohio, Indiana and West Virginia were concerned. The proposition of the Pittsburg operators was accepted by a vote of 495 for and 317 against its acceptance. Indiana voted solidly for the proposition.

W. W. MOONEY & SONS, COLUMBUS.

On July 12, 1897, Messrs. W. W. Mooney & Sons, harness leather manufacturers of Columbus, announced a reduction in the wage scale of the "currying" department of their tannery. Sixty-five of the employes refused to accept the cut, and were locked out. The reduction amounted to twenty-five per cent., the workmen claimed, but the firm claimed fifteen per cent. Previously the employes had been working piece work, but one of the new conditions imposed was changed from piece to time work. The task allotted, the men claimed, was in excess of their abilities to rightly perform. Attempts at arbitration were made by the employes and two conferences were held. Well disposed citizens and friends also tried meditation, but no satisfactory agreement was reached. Upon the refusal of the men to accept the terms, the firm began the importation of workmen from their branch tannery at Louisville, Kentucky, and from other points.

They first employed a cook and placed in their establishment cooking apparatus to furnish food for their imported workmen, and transformed a part of their shipping room into a sleeping apartment, and furnished their imported employes with beds and bedding. On the evening of July 21, an altercation occurred between some of the imported men and those of the locked-out tanners, in which two or three of the former sustained painful injuries.

Those accused of having committed the assault were arrested, tried, and one of them fined. The others accused were found blameless and released. The men who had sustained injuries were again at work in a day or two.

Further attempts were made to secure an adjustment of the trouble, but to no purpose. As no other departments were interested the work of the tannery continued with slight interruption.

On July 31, the tanners accepted the new scale and the contest ended. On the same date the firm assured your Commissioners that the locked-out men would be taken back at the reduction or as soon as employment could be given them. On August 1, twenty-five of their old employes were put to work and reinstatements continued until all desiring employment in the tannery were taken back.

Messrs. Mooney & Sons claim that the change in their wage scale was made imperative by reductions made by competing firms.

The tone of the locked-out workmen was, as far as your Commissioners were enabled to interpret it, strongly against violation of law, and breathed a manly sentiment in favor of law and order. The workmen were not organized.

THE AMERICAN WIRE NAIL CO., ANDERSON.

On August 21, 1897, The American Wire Nail Co., of Anderson, posted a notice that there would be a change in the system of work and a reduction in the scale of wages. About one hundred men had been working under the "Plate Wire Drawing System," wherein the men "battered" or tempered their own plates, used in wire drawing, and adjusted their own machines. Under the "Plate Setting System," to be adopted, the company "batters" or tempers the plates and readjusts the machines.

A committee of five called at the office of the company on Monday, August 23, and asked a modification of the posted scale. They also requested that they be recognized as an organization. A meeting was held August 26, and a new scale was agreed to, but the company refused to recognize the union. The workmen finally waived this request and agreed to return as individual members. Under the new scale the company agreed to "batter" or temper the plates used. It also agreed to furnish the plates, and the drawers employed their time in wire drawing.

The mill started Monday morning, August 30, 1897, with all their former employes in their old positions.

AMERICAN TIN PLATE WORKS, ELWOOD.

On the 25th of August, 1897, the employes in the Tin House of the American Tin Plate Works, at Elwood, presented to the company a new scale of wages, and solicited a reply thereto within ten days. The proposed scale asked for an advance, and a recognition of their union.

It had been the custom of the managers to meet a committee of the Amalgamated Association of Iron and Steel Workers employed at the works and agree upon a scale of wages to prevail for a period of one year, ending on the 30th of June successively. The wage scales in the other departments of the factory, where labor was not organized, were arranged between the company and the workmen separately.

The company had made large contracts for the sale of tin plate, based on the prevailing scale, to be furnished at stated periods during the year. These contracts the company claimed were of such magnitude as to test the utmost capacity of the factory for many months. When, therefore, the employes of the Tin House asked for an advance, the company urged that an increase in the cost of output would too greatly decrease their profits under existing contracts.

All the Tin House employes, to the number of two hundred and sixty, refused further service and left the works in a body.

Arbitration was offered. The company gave your Commissioners deferential audience, and accepted a proposition to meet a committee, with a view to an adjustment of differences. The men were less inclined to accept overtures. It was officially stated that arbitration would not be accepted. We found their Executive Committee and all the others with whom we came in contact, genial and gentlemanly, but they seemed firm in their purpose to secure a full concession of their demands.

During the first days and nights of the strike a strong sentiment favoring obedience to law was frequently expressed, and we believe these expressions were sincere. Later, however, cordons of men completely surrounded the large factory grounds, kept close watch over the railroad switch leading to the factory, and prevented its use for any purpose by the Tin Plate Company. Attempts were made by the managers to import workmen, and several times squads

ranging from five to fifty were transported from various points in the State and landed at the company's ground, only to fall into the hands of the strikers, who, by earnest pleadings and promises of free return transportation, prevented the company from making satisfactory headway in the procurement of help. These frequent importations of men and their capture and deportation was proving a costly drain upon the exchequer of the newly-formed union; its unwelcome frequency was producing a nervous strain upon the vigilant watchers who, both by day and night, were constantly on the alert for fresh arrivals; the prolonged idleness, with no daily income to meet the wants of home; the lessening prospects of early employment, and the increasing number of idle men thrown upon the streets by the enforced closing down of other departments of the factory, all contributed to intensify the feeling of unrest. Your Commissioners could plainly discern the unpleasant fact that the strikers themselves, a quiet assemblage of orderly men, by the intermeddling of disinterested outsiders, were gradually losing their hold upon the turbulent throng, and it was gaining the strength and temper of a howling mob. So intense grew this feeling that on one occasion while imported workmen were being transferred from the factory to a hotel across the street (leased by the company for the accommodation of its operatives), the disorderly crowd, which had practically taken affairs out of the hands of the original strikers, hurled missiles (some of them large stones), with destructive force, breaking windows, and doing other harmful acts. The striking Tin Plate workers strongly condemned these acts of violence, and on the following day repaired the damages.

Meanwhile, your Commissioners were persistently urging the Executive Committee of the strikers to favorably consider arbitration or conciliation. As a result, a committee of three representing the tinners and an equal number representing the openers, accompanied by your Commissioners, visited the factory on Monday, September 13, and were met by the officers of the company. The reception was cordial, and after a conference of seven hours a contract was agreed upon and signed which ended the strike and proved the triumphs and wisdom of conciliation.

This settlement terminated the most bitter and threatening contest within our official experience. Outside the high fence sur-

rounding the factory grounds was a surging crowd of possibly 1,500 maddened and excited workmen. They seemed to be possessed of the idea that they had suffered some grievous wrong, and, aided by others whose only intent was mischief, were marching up and down the adjoining highway, many of them seemingly in a frenzy of heated passion. Joined in the demonstration were many women —the mothers, wives and sisters of the strikers and their sympathizers.

When the announcement was made that a satisfactory conclusion had been reached the scene outside presented a complete transformation. Curses gave way to cheers, and denunciation to rapturous exclamations. Until after midnight the streets of Elwood were crowded with a happy throng of jollifiers, who, headed by a band of musicians, marched and cheered in a manner that betokened a gratification that could not find expression in a more moderate way.

Your Commissioners were serenaded, complimented on the successful outcome of the negotiations, and repeatedly assured that arbitration and conciliation were the safer methods of settling differences between Capital and Labor.

AMERICAN PLATE GLASS WORKS, ALEXANDRIA.

The American Plate Glass Works, at Alexandria, was once the Washington DePauw establishment, of New Albany. In September, 1898, the company employed about four hundred workmen. Under normal conditions the factory suspended work at noon on each Saturday and resumed operations on the succeeding Monday morning. When business was pressing, however, and accumulating orders required increased running time, the factory would continue in operation during Saturday afternoon and night.

On Saturday, September 25th, the superintendent issued an order that the day force employed in the grinding shed, should continue at work until 6 p. m., and that the night force in the same department should return and work its regular night turn. Many of the night force were averse to Saturday night work. At 6 p. m. two or three Belgians appeared in the grinding shed waving a red

handkerchief, and declared they would not work. They then left the factory, followed by those of their fellow craftsmen who had assembled for work. All those refusing to work were discharged. On the following Monday morning, September 27, the recalcitrant operatives again presented themselves at the factory gate asking to be put to work. They were again informed that they were discharged, and were required to leave the factory grounds.

The grinders based their refusal to work on Saturday night on the ground that during much of the previous week they had been in enforced idleness, and declared that to remain idle during a large portion of the week and then be required to work on Saturday night was an injustice to which they refused to submit. The question of wages was not involved.

The superintendent said that the non-employment of the force during a portion of the week was occasioned wholly by a lack of water, of which a great quantity is used in the manufacture of plate glass. He expressed willingness to employ some of the strikers, provided they would make application as individuals, but he would not receive a committee from any labor organization, or employ workmen as union men. He was bitterly opposed to labor unions, and was determined to destroy the organization to which these workmen belonged, notwithstanding the fact that the organization had nothing to do with the refusal of the men to work. He was especially bitter against the Belgian and French workmen.

Three long conferences were held between the strikers and your Commissioners in the hall of their union. A majority of them refused to entertain the proposition made by the superintendent to apply for work as individuals. The discussion was carried on in French, German and English, and was at times exciting. At the suggestion of the Commission, three of the strikers were chosen to accompany Mr. B. Frank Schmid, of the Labor Commission, to the factory for the purpose of trying to secure a modification of the company's order. The effort failed, as the company stubbornly refused to recede from its original purpose. It was making preparation to supply workmen from distant points, and, indeed, had begun their importation, when at the third conference between the Commissioners and the strikers, it was finally agreed that applications should be made individually for reinstatement. The

discussion leading up to this determination lasted four hours. At a meeting held the succeeding night, Thursday, September 29, it was ascertained that out of the eighty strikers only about two-thirds were taken back at that time. Afterwards most of those at first rejected were installed into their old places, but few were compelled to find employment elsewhere. The workmen were mostly unorganized.

SHARPSVILLE CANNING FACTORY.

On the 22d day of September, 1897, one hundred and twenty-five female employes of the Sharpsville Canning Factory, accompanied by about twenty men and boys, struck for an advance in wages. Prior to the strike the women and girls employed in the canning factory had been paid three and a half cents per bucket (of twelve quarts each) for peeling tomatoes. The management insisted that the vessels should be heaping full, and upon failure, in one instance, a controversy ensued between the superintendent and one of the women, whose tears and wounded feelings enlisted the sympathy of her sisters, resulting in a strike and a demand for an advance in pay. The men and boys engaged in the strike were employed on time work, and had no grievance, but were afforded an excellent opportunity to demand an increase, and they were in no way loath to take advantage of it. To the company the affair was indeed most inopportune, for it was in the midst of the tomato harvest, and they were under a written pledge to complete a contract on the day of the strike, upon failure of which it was required to pay a heavy forfeit. In addition to this a large loss of tomatoes was sustained. The advance asked for was not greater than that paid by many other similar factories, but granting it would, the firm said, wipe out the narrow margin of profit on some of their contracts. Moreover, large contracts had been made for tomatoes, and the ripened fruit was being delivered at the factory daily by an almost endless train of heavily laden wagons. The interruption of the canning process meant a large loss on perishable fruit. There remained but two alternatives, either pay the advance or sustain heavy loss in the manner indicated. The company chose the former course, and the factory paid the advance demanded and resumed operations. The strikers were unorganized.

THOMAS EVANS GLASS FACTORY, MARION.

The Thomas Evans Glass Factory, located at Marion, Grant County, is operated for the manufacture of lamp chimneys. It is divided into "shops." Each "shop" requires three "blowers," a "gatherer" and a "finisher." The latter is usually a boy. Prior to the season of 1895-6, these "finishers" were employed at piece work crimping chimney tops, but during the "fire" or working seasons of 1895-6 and 1896-7 they were employed at "turn," or time work. The Glass Manufacturers' Association, of which this factory is a member, agreed that all factories comprising it should adopt the system as a uniform method of employing "finishers."

When the season of 1897-8 opened, this company conformed to the resolution passed by the Glass Manufacturers' Association, and the boys were put to work at an agreed scale.

After a trial of two weeks the "finishers" complained that they could not maintain themselves at the wages received; that the change had proved a reduction, and petitioned for a restoration of the "turn" or time system. This request was refused them and on Monday, October 4, they refused to continue in the service of the company under the piece system.

The boys were in a determined frame of mind and stubbornly insisted on a change in their manner of employment. They were finally prevailed upon to meet your Commissioners, that their grievances might be considered. The presence of the Superintendent, Mr. Harry Schnelbaugh, was secured. A conference followed, which developed the fact that the principal grievance grew out of the loss of time. The boys expressed willingness to return to work under the "turn" system if the superintendent would guarantee them ten "turns," or five full days' work per week. The company could not make an absolute guarantee to that effect, because of unforeseen accidents which might occur, and because of frequent absence of "blowers," whose movements could not be controlled. The superintendent promised, however, to exert his efforts to reduce accidents and absence of "blowers" to a minimum. Stimulated by this promise, the seventy-five boys returned to work under the piece system on Wednesday morning, October 6. The boys were not organized.

UNION GLASS WORKS, ANDERSON.

The trouble at the Union Glass Works, at Anderson, was adjusted on October 13, 1897. This controversy was the outgrowth of the contest between the Blowers and Gatherers on the one side, and the Cutters and Flatteners on the other, who constitute the four divisions of the Window Glass Workers' Association of North America.

On the 20th of October, 1897, a communication was received from Mr. Forbes Holton making a written demand for the aid of the Labor Commission in starting the factory, of which he is superintendent. In obedience to this demand negotiations were immediately begun. After brief conference with Mr. Holton and his former employes separately, a joint meeting was had in the parlors of the Hotel Anderson, at 3 o'clock p. m., October 13. Statements were made and differences duly considered. Finally an agreement was reached by which the men were all to return to work at a given time, Mr. Holton claiming that it would take about ten days to get the materials necessary to operate the factory. The agreement was signed by the contracting parties and was attested by Judge McClure, ex-officio president of the Board of Arbitration, and your Commissioners. Both sides since claimed to have enjoyed a year of uninterrupted prosperity.

HARDER & HAFER, SULLIVAN COUNTY.

The firm of Harder & Hafer, of Chicago, is owner and lessor of several thousands of acres of coal lands in Sullivan County. The shafts at Star City and Hymera are two of its properties.

The screens in use at these mines measured fourteen feet in length by seven feet in width, making a surface area of ninety-eight feet, and the space between the diamond bars was one and three-quarter inches. The regulation screen in this State is six by twelve feet with a space of one and a quarter-inch between the bars.

At both shafts the miners struck on November 20, 1897. At Hymera the demand was for a regulation screen, a check-weighman and a recognition of their union—then recently organized. At Star City the demand was for the restoration of the check-weighman chosen by the men, who had been discharged; for a regulation screen and recognition of the union.

On November 27th, the president of the local union and bank committee at Star City were found willing to adopt arbitration as a means of securing a settlement. The tipple at this place was visited, and the screen, as reported by the miners, was found to be twenty-six superficial feet larger than the regulation size. On the same day Hymera was visited. After examining the screen and arranging for a meeting with the men, your Commissioners returned to Star City, and conferred with Superintendent Scott, who gave a detailed statement of the firm's version of the controversy. Referring to the matters in dispute, he said:

"We are willing to change the screens at Star City to the regulation size, or allow the men to work mine run coal, but will not accept the particular check-weighman selected by the miners. We will, however, accept any other person whom they may choose. As to the trouble at Hymera, we will agree to recognize their union, and will treat with the union committee when differences may arise; we will put in scales for the check-weighman; will give the men mine run coal, and will place the scales and weighing pan in place within eight or ten days. In return, I ask the men to go to work under the old conditions until the changes promised are completed."

On November 27 we met the Miners' Union at Hymera, Superintendent Scott also being an invited guest. Here he renewed his proposition. He also urged the men to return to work under the old terms, pending the arrival of the scale and weighing pan. We urged the acceptance of the proposition, and, with Mr. Scott, withdrew from the meeting to await its final action, but no decision was reached.

It was manifest that the refusal to harmonize differences between the superintendent and the "Bank Committee" at Star City, and the failure to accept the propositions offered at Hymera by that union indicated a deep-seated grievance which would require delicate handling in order to secure desired results. To this end, it was deemed advisable to secure the aid of President Knight, of the Indiana branch of the United Mine Workers' Association. On the following Monday, November 29, Mr. Knight and Mr. Fred Dilcher, of Ohio, a member of the National Executive Board, U. M. W. A., then on an official tour through Indiana, came to Star City, and negotiations for a settlement of the strike were renewed.

We met the president and the "Bank Committee" of the local union at Star City, and arranged for a meeting of the entire organization at 7:30 p. m. of the same day. At Hymera, a meeting of the miners' union was arranged for at 2 p. m. The hall was crowded. Each of the four visitors made a speech of some length, urging an acceptance of the company's propositions. A vote was taken, and it was unanimously agreed that the settlement be delegated to the Indiana Labor Commission and Messrs. Knight and Dilcher. The Star City meeting was equally as well attended and as enthusiastic as that at Hymera. Here again, by a unanimous vote the Labor Commission and Messrs. Knight and Dilcher were authorized to make terms of settlement with the company.

The superintendent again agreed to change the screens to the regulation size, or give the men "mine run" coal; place a check-weighman on each tipple; recognize the miners' union at each bank, and treat with their committees in all controversies; allow the union dues, and the wages of the check-weighman to be deducted from the earnings of the men. The conditions were accepted by the Labor Commission and President Knight, as the representatives of the strikers. The settlement was ratified by the 350 assembled miners who gave abundant manifestations of thankfulness for the aid rendered in arriving at such a favorable conclusion, and the meeting adjourned with the assurance that all would return to work.

On the following day, Tuesday, November 30, we visited both localities to see that the agreements were being fulfilled to the satisfaction of all concerned. At Star City the mine was entered, and all the workmen seen expressed entire satisfaction with the treatment received, and the same condition was found to exist at Hymera. The miners were newly organized.

PITTSBURG PLATE GLASS CO., ELWOOD AND KOKOMO.

The Pittsburg Plate Glass Company is capitalized at $10,000,000. It has nine factories, located at Tarentum, Creighton, Ford City (2), Charleroi, Duquesne, all in Pennsylvania; Elwood and Kokomo, in Indiana; Crystal City, Missouri. The general offices of this trust are located at Pittsburg. The plants at Kokomo and

Elwood are both extensive and modern, each it is said representing an expenditure of about $1,000,000. Ordinarily each factory gives employment to about four hundred men, and when running at full capacity, a much larger force is engaged. On November 26, 1897, the following notice was posted in the factories at Elwood and Kokomo, both being at the time in active operation:

NOTICE.

In accordance with instructions from the General Office, the Kokomo and Elwood Polishing Departments will, on December 1, be put on the piece work basis that is now in force at Creighton, Tarentum, Charleroi and Crystal City, which is $18 per thousand feet, passed to the Ware House, less all returns, but does not include foremen, bookers, shop-cleaners and greasers.

The $18 per thousand feet is figured, not on the amount passed to stock, but on the amount passed to Ware Room, less returns, or in other words, is the net amount passed to stock plus loss in cutting in Ware Room. For instance, if the amount passed to Ware Room, less returns for the month of December, was 150,000 feet at $18 per thousand, it would amount to $2,700 shop money.

On this basis last month the first layer at Creighton earned $2.99; at Charleroi, $3.15; and at Tarentum, $3.05, and the balance of the gang in proportion. Creighton has but twenty-four polishers. Tarentum runs but five days a week, which accounts for their getting less than Charleroi. The Kokomo and Elwood polishing shops are as good as any, and there is no reason why similar wages should not be earned, if as much care in reducing breakage, avoiding red edges, etc., is exercised by every man and boy in the department.

The foregoing notice related only to the Polishing Rooms of the respective plants. In the presentation of this new method of work the company disclaimed any desire or purpose to reduce the wage scale. The purpose claimed was to reduce the per cent. of breakage, returns of glass to the polishing room caused by "short finish," or imperfect polish, "sleeks," or fine scratches caused by grit, "block reeks," caused by worn out felt on the polishing blocks, "red edges," or other imperfections, the correction of which always caused an unnecessary expenditure of time.

The workmen objected to the piece scale because they thought the change meant a reduction of wages. In their opinion, it opened the way to the possibility of heavy dockage because of broken and imperfect glass arising from poor material—faults for which they

were in no wise responsible. They claimed, too, that it would incite disagreeable strife, and result in the withholding of wages until the glass was ready for shipment. The discontinuance of the services of four men and two boys, as provided under the new scale, was also opposed on the ground that it would reduce the force beyond their ability to turn out the required quantity of glass. They also feared that controversies would arise with the company as to quality of work, size of glass, breakage, warehouse returns, and other disagreeable features that would arise. With these objections to the adoption of the piece schedule the Elwood operatives quit work on Saturday, November 27, 1897.

On December 3, 1897, the Labor Commission conferred with Mr. J. M. Howard, Local Superintendent of the Elwood plant, who made the following statement:

"All the Pittsburg Plate Glass Company's works, except Elwood and Kokomo, are working under the piece work system, and the men are satisfied. General Manager Chisnell decided to inaugurate this system at Elwood and Kokomo. The men, however, were not willing to give the new plan a trial. We urged them to make a trial of piece work, as we felt confident they would earn as much, if not more, than at day work. We shall now wait until they are willing to return upon the piece work basis."

The Elwood men were found determined to fight against the adoption of the new scale. Our suggestion that a test of the proposed plan be given was respectfully but firmly rejected.

The polishers at Kokomo struck on Wednesday, December 1, 1897. On the following day a long conference was held by them with Mr. Chisnell, at which a detailed explanation was made. The men seemed pleased with the probabilities of increased pay, and agreed to give the proposition a trial, and resolved to return to work on the following day, Friday, December 3. At this juncture a new and unexpected complication arose by a strike in the grinding room, the workmen in this department believing that they, too, would be asked to adopt the piece system. This strike of the Kokomo operatives was soon followed by the Elwood grinders, and resulted in closing down both factories.

At Elwood a meeting was held, and the men marched to the factory, where a lengthy conference was had with the superintendent. A second meeting of the workmen was held in the afternoon,

when the men voted not to return to work, and a committee was sent to Mr. Chisnell with the following answer: "We won't work piece work at any price."

Having failed to secure a settlement, it was thought best to allow matters to take their course for a while, and your Commissioners returned home. After eight or ten days two hundred or more of the Kokomo men decided to apply for work. They were received by Mr. Chisnell as individuals, but he would not receive them as a union. Closely following this others applied for work, and their names were enrolled. Such as were not wanted were so informed. There appeared to have been two factions—organized and unorganized workmen. Forty or more organized men lost their positions. The factory at Kokomo began operations Monday, January 3, 1898, with a full force of workmen.

On Monday, February 7, 1898, the Elwood factory resumed operations with one furnace only, and the employment of about two hundred men, after having remained idle sixty days.

Complaint was made to the Labor Commission that many workmen in both Elwood and Kokomo had been refused employment who were members of the Plate Glass Workers' Union. An investigation proved this to be true. The fact has also been made manifest that this protest against the piece scale was not a union affair, as nonunionists were as numerous and as zealous in the strike as the unionists. This discrimination against unionists simply as such is unjust and illegal. The loss in wages occasioned by this conflict in the two factories amounted to more than $60,000.

BALL BROS.' GLASS FACTORY, MUNCIE.

On Wednesday, December 29, 1897, 125 "carrier" boys and "lehr tenders" at Ball Bros.' factory, Muncie, struck for an increase of wages. The firm manufactures fruit jars, and owns two contiguous factories, known as No. 1 and No. 2.

Factory No. 1, where this strike started, is divided into "shops," each consisting of three "blowers," two "carrier" boys and one "lehr" boy. Connected with this factory is also a department in which are manufactured the porcelain linings for the zinc caps fitted onto the jars, in the making of which boys are also employed.

Previous to the "fire" of 1897, there has been a limit to the amount of each blower's work per day. During the fall of 1897 the limit was partially lifted, and the blowers were allowed to increase their output. This gave the boys an increase of work by having more pieces to handle. Later on, the blowers lifted the limit of output altogether. By thus removing the limit of output the wages of the blowers, and the firm's increased profits, aggregate from 15 to 20 per cent. The boys, however, were required to do this additional task, within the same limit of time, without extra compensation. This they regarded as an injustice, and asked for an increase of fifty cents per week. The firm made them the proposition that if they would continue at work, it would advance their wages fifty cents per week, provided the advance be held until the end of the "fire," to secure immunity from further trouble; in the event of which the amount was to be withheld, but in the absence of which the accumulated sum earned by each boy would be paid him at the end of the "fire" or working season. The boys rejected this proposition and voted to strike.

Your Commission reached Muncie on Thursday evening, December 30. Hot blood was found to exist between the strikers and the few boys who had refused to join their ranks. The former, to the number of one hundred or more, had, on Friday, assembled at the gate leading to the factory, and indulged in taunts and threats, which were both terrorizing and exasperating. The more timid of those who wanted to work were deterred from entering the gate, and in some instances were driven home, followed by a shower of stones, while others, more courageous, became involved in fistic encounters, out of which, fortunately nothing more serious than bloody noses and ruffled tempers resulted.

To stop this unlawful conduct, secure the company's immunity from damage or further annoyance, and to form the acquaintance of the boys and more fully understand their grievance, we "hired a hall." This corraling expedient was effective, as no more fights or other unlawful acts were indulged in. Here it was first made known that the "lehr" tenders, somewhat older than the rest, who anneal and finish the jars for the packing room at $5.00 per week, had also joined the strike out of sympathy for the others, and gave their sympathy a practical tinge by demanding an advance of one dollar per week.

The reasons for rejecting the propositions of the company were also made manifest: 1—They had agreed to strike again on May 1 for another 50-cent advance, and in that event, the agreement with the firm, if accepted, would work a confiscation of their retained wages; 2—It is the custom in these factories for the foreman to assess fines for offenses committed by the capricious youngsters—even quarrels and fights being sometimes indulged in. For a repetition of the more vicious offenses discharge follows. The boys believed that by this method of fines the firm would retain all the advance gained. They also complained that the method of promotion was unfair; that no one could attain the position of glass blower's apprentice and gain proficiency at the trade, unless a member of the foreman's church. The first objection to an acceptance of the firm's proposition was easily overcome; the second and third were more difficult to handle. Fining the youngsters was adopted solely for the enforcement of discipline—a condition as imperative in a factory as in a military camp. But the method is illegal, and the knowledge of this fact induced a feeling of resentfulness and insubordination that complicated a settlement.

The boys were induced to appoint a committee to wait on the foreman, for the purpose of accepting the firm's proposition. Their offer was rejected by the firm, however, and they were told that they must return at the old wages. The firm had filled some of their places with men at $5.00 per week.

On the following day, by agreement, we visited Mr. Manard, the foreman, and had two hours conference with him. At the close of our pleasant interview he gave us the privilege of making the following proposition to the boys: He would be willing to pay them the fifty cents per week advance asked, commencing March 1, the amount to be held back until the end of the "fire" in June, and to be forfeited should they cause any further trouble during this "fire." The "lehr" boys, he refused an increase. However, he agreed to give them a helper whose duty it would be to wheel away the broken glass.

Monday, January 3, being pay-day, all the boys were at the factory, and a meeting was held. A committee was selected and given full power to act, and retired to the private office of the foreman, where the proposition made to the Labor Commission was dis-

cussed and accepted, and the committee so reported to their comrades. The night shift came on duty, but the constant nagging of the boys by some of the older employes caused them to become restless and dissatisfied, and a second strike followed at 12:30 noon the next day. The night shift, on Tuesday, January 4, came on duty at 5:00 p. m. and worked well until 8 o'clock, when they, too, because of the constant jeering of older workmen, became restless and started to leave their work. However, after pleading with them they returned, and worked until 10 o'clock, when a general stampede took them out on their third strike, all of them climbing a high iron fence to get away, and the works had to close down for the night.

A fourth attempt at settlement was made by the Labor Commission, but the firm refused to longer counsel conciliation. On January 11, the boys returned to work on the proposition made through the Labor Commission, after being out two weeks. The strikers were unorganized.

IRONDALE TIN PLATE FACTORY, MIDDLETOWN.

The Irondale Tin Plate Factory is located at Middletown, Henry County, and when in full running order employs more than four hundred workmen.

Originally the Tin House men worked time work, and received $2.00 per day, but in December, 1895, a committee waited on the owners and petitioned to have all the work done by the piece at 6 cents per box straight. Having found the petition reasonable, the company accepted the proposition with this modification, that where an operative in the Tin House made forty-two boxes or more he received 6 cents per box, but those who made less than that amount received 5½ cents per box. This system continued until February 5, when the following notice was posted in the Tin House:

On Monday, February 7, 1898, a reduction will be made on all "tin sets" or "stacks," of ½ cent per box for tinmen, making their pay 5½ cents per box, and "catchers" will be paid 3 cents per box as heretofore. "Lead stack" men will be reduced ½ cent, making their pay 4½ cents per box. "Catchers" on "lead stacks" will be reduced 1 cent, making their pay 2 cents per box.

But few of the men were able to make forty-two boxes or more per day, hence the reduction did not affect many of the tinmen, and as there was in operation but one "lead stack," but two "catchers" were affected.

The firm claimed that it was forced to adopt this rule because its competitors at Elwood, Anderson, Gas City and other gas towns in Indiana were paying this scale, and it could not successfully compete at an advance labor cost of output.

The men conceded that the more expert of their number had received one-half cent more on the box than had been paid in the Indiana gas field, but claimed that owing to the inferior quality of the machinery, the inconstancy of employment, and the unusual number of changes imposed upon them, they were unable even at the half cent advance, to earn as much as was made elsewhere.

The men claim that at times there are as many as ten, twelve and even seventeen changes in the size of tin plate to be worked in a day; that the men have not averaged two-thirds time in two years, and the operatives on the "lead stacks" have not made half time in six months. They also claim that they have been promised more constant employment and increased speed for their machines, neither of which has been realized.

On Monday morning, February 7, a committee of the "Tin House" workmen, visited the factory and held a brief conference with the Tin House foreman, who in turn referred them to Superintendent Decker. The latter, however, refused them audience, and ordered the "Tin House" foreman to procure other men. The men thereupon announced their determination to reject the reduction, and left the factory.

L. P. McCormack, of the Commission, arrived at Middletown early on Thursday, February 10, found the "Tin House" committee, and arranged for a meeting at 11 a. m. of the same day. Previous to the meeting, however, he visited the factory and met Superintendent Decker. The company was firm in enforcing its schedule and manifested little concern with reference to when the "Tin House" resumed operation. It was learned that the Irondale plant was first established and run as a "black plate" factory, and supplied this material for other factories which had tinning process attachments. It seemed an easy matter, therefore, for the Irondale

Company to keep its "Hot-room" and other departments in full operation, make contracts for the manufacture of "black plate," and close the tinning department indefinitely. The company claimed to have on hand a two-hundred-ton "black plate" contract, and to be able to secure quite enough such contracts to continuously test the full capacity of the factory.

All the meetings held with the operatives were well attended, and a moderate, temperate feeling prevailed at all times. There was a total absence of rashness in any form, and a wish for conciliation and a return to work seemed universally prevalent. A committee was appointed to accompany the Commissioners to the factory, and the remainder agreed to a man to remain away from the factory until the matter was settled. At the second visit long-distance telephone communication was made with the owner at Richmond, and he insisted that the scale was as high as that paid by any of his competitors, and he could not afford to pay more. He was willing to resume work in the "Tin House" if the men would accept the scale named, otherwise he would keep it closed, and continue to run the rest of the factory in the manufacture of "black plate."

Our report to the meeting the same afternoon was received good naturedly, and discussed dispassionately. On Friday two meetings were held, and three conferences were held with the firm. Again on Friday night a fourth meeting of the workmen was held, and it was voted unanimously to return to work at the proposed scale. The necessary details for resuming operations on Monday, February 14, were consummated on Sunday, and the reinstated men were left in an agreeable frame of mind.

MARION FRUIT JAR AND BOTTLE CO., MARION.

On Monday, March 7, 1898, ninety presser and carrier boys employed at the Marion Fruit Jar and Bottle Company's factory at Marion, Grant County, struck for higher wages. These strikers range in age from fourteen to twenty-five years, and had received $3.50 per week, working nine hours per day. The demand was for an advance of $1.00 per week. The strikers were called together, and were induced to appoint a committee, who were empowerd to act in conjunction with the Labor Commission in an effort to reconcile differences.

It was alleged by the boys that at other similar establishments like work was paid for at the rate demanded by themselves, notably at Ball Bros., at Muncie, and we experienced no little difficulty in convincing them of their mistake.

The gentlemen composing the firm, Messrs. J. L. McCulloch and J. Wood Wilson, received us with exceptional cordiality, and were at great pains to explain in detail the essential facts and differences involved in the strike. They conceded that their wage scale for the boys was by no means opulent, nor what they would like to have it. The task of the "presser" and "carrier-out" boys was better adapted to the younger than the older youths, and the latter, when it could be done, were given other situations in the factory which commanded higher wages. But owing to the nature of employment, better situations could not be secured for all, and the less fortunate, some of whom had arrived at man's estate, must seek employment elsewhere or content themselves with their present wages. The specific claims of the company were: First, That at the beginning of this "fire" or working season, the boys' wage scale was voluntarily advanced by the company from $3.00 to $3.50 per week. Secondly, The nature and extent of their competition was such as to render further advances impossible. Four of their larger competitors employed nonunion glass blowers, at about half their wage scale, and their more formidable competitor used blowing machines, whereby the labor cost is reduced fully two-fifths, while the Marion Company employs union blowers at wages ranging from $5.00 to $8.00 per day. With these adverse conditions confronting them, any demand for an advance in the wage scale would have to be met with a refusal.

On Saturday morning, March 10, the committee of strikers was taken to the factory, where the foregoing facts were reviewed by the firm, and the committee was kindly but firmly told that the demand for an advance would not be granted. The committee was also told that a majority of them would be given employment on the following Monday, a list being furnished; others would not be taken back.

The boys held a meeting after this conference, and agreed to ask for the scale paid at Ball Bros.' factory, at Muncie, which is $4.00 per week, with fifty cents of this amount held back each week until

the end of the fire, and to be retained permanently by the company in the event of another strike. This proposition was also rejected. On Tuesday, March 14, all the strikers who could secure renewed employment returned to work. Unorganized.

CRAWFORD & CO., CENTER POINT.

On the 8th of March, 1898, seventy-five miners in the employ of Crawford & Co., at Mine No. 2, Center Point, Clay County, struck to enforce the payment of union dues. The dues amounted to 25 cents per month, payable on the first Monday after the first payday of each month. They are placed on small cards, each member receiving one, which, under the laws of the United Mine Workers' Union, must be secured from the secretary of the respective local unions on payment of the required amount, and the card handed to the mine committee. The rule established at all the mines in Clay County, save the three Crawford mines, is that, upon failure of any one to procure and give his working card to the committee under the conditions named, the "bank boss" is instructed by the company not to allow the recalcitrant miner to work until he procures it. The Crawford Company, however, had failed to adopt this rule, and a few workmen at its mines took advantage of this condition and refused to liquidate.

After repeated efforts to secure the enforcement of their working card system, and as frequent failures, the miners of the Crawford Company declined to work longer with those who would enjoy the advantage which organization secured them, and refused to meet their share of expense.

In company with Hon. Samuel Anderson, President of District No. 8, United Mine Workers, of Knightsville, one member of the Commission visited the striking miners at Center Point on Thursday morning, March 17, 1898, where the local union was called together by Mr. Anderson, and the matter in controversy discussed. No other grievance existed. At the conclusion of the meeting, your Commissioner and Mr. Anderson were requested to negotiate with the Superintendent, Mr. W. W. Richer, for a meeting between himself and a committee of the workmen, with the hope that they might affect a settlement. In the conference which followed, Mr.

Richer claimed that he had been unfairly treated, because he had not been consulted in regard to the grievance, and the strike had occurred at a time when he was absent at Columbus, Ohio, on business of mutual interest to the company and its employes. In view of this fact, and the additional one that the demand for coal was entirely within the limits of the company's other two mines, he was disposed to decline a conference with the committee, to reject all overtures for settlement, and to let the mine remain idle until September following. The first interview ended without practical results.

A second attempt at negotiations was made at the the office of the company in Brazil, on Friday afternoon, March 18, at which time Mr. Anderson and your Commissioner were again associated in Conference. Mr. Richer's feelings had not changed perceptibly. Finally, however, he agreed to meet a committee of the workmen. In the interview which followed, Saturday, March 19, the mine committee was reminded that this was the second offense of recent commission in which the miners at No. 2 had struck without warning and without offering the company an opportunity to investigate alleged wrongs.

The men claimed, on the other hand, that the strike was a necessity growing out of a provision of their law, which required that where any member failed or refused to take out his working card, the rest should refuse to work with him; and added that the trouble could easily have been averted by the Crawford Company had it adopted the expedient of instructing their "bank boss" to send delinquents home until payments were made, as did all the other operators in the district.

Superintendent Richer refused to so instruct his mine bossses, but agreed in future, where a workman would give a written request, he would advance the required amount, the same to be taken out of his wages; and that, where a refusal to pay dues was made known to him by the "bank committee" of the union, he would employ such means as he thought best to bring about the desired result, without subjecting the company to prosecution for an illegal discharge. These two propositions were satisfactory to the committee.

To the end that there should be no more precipitate and ill-advised strikes, it was agreed that in future no stoppage of work shall occur at Mine No. 2, Center Point, on account of any one failing or refusing to pay his dues or assessments until the matter, by a committee of one or more, is submitted to the superintendent or assistant superintendent for such action as the case may require.

On Monday morning, March 21, the conclusions of the committee were ratified by the union at Center Point, and the agreement, over the signatures of the proper officers, was filed in the office of the Crawford Company, at Brazil, by your Commissioner on behalf of Mr. Anderson.

BRAZIL BLOCK COAL CO.

As the first day of April, 1898, approached, the time designated by the Chicago convention for the mutual observance of the new regulations, the miners employed as machine operatives by the Brazil Block Coal Company signified a desire to settle upon the terms of agreement concerning wages. A committee of five, consisting of Hon. Samuel Anderson, President of the Eighth District United Mine Workers; Messrs. Barney Naven, Secretary; George Thompson, Treasurer; Peter Fleming and William Wilson, was selected to negotiate with Mr. James H. McClellan, General Superintendent, for a final settlement of the perplexing question.

The scale asked for was as follows:

Machine runners, eight hours' labor	$2 35
Machine helpers, eight hours' labor	2 11
Loaders, per ton	38

To this proposition Mr. McClellan declined to accede, but made to the committee the following counter proposal:

Machine runners, eight hours' labor	$2 25
Machine helpers, eight hours' labor	2 00
Loaders, per ton	29

The scale for the preceding year for the same class of work was:

Machine runners, nine hours' labor	$2 00
Machine helpers, nine hours' labor	1 65
Loaders, per ton	25

The proposition made by Mr. McClellan was unsatisfactory to the miners' committee. After numerous conferences on Monday, April 11, 1898, the committee received from Mr. McClellan this final proposition:

Machine runners, eight hours' labor	$2 25
Helpers, eight hours' labor	2 00
Loaders, per ton	30

Free powder and free blacksmithing were added.

This proposition was presented to the miners at both the Brazil and Caseyville shafts by their respective committees, and was immediately taken up for consideration.

The Labor Commission was invited to attend the meeting of the Miners' Union at Brazil on the afternoon of April 11, at which time the proposed scale was under consideration. We were called upon for an expression of opinion, and favored an acceptance of the proposition. Again, on the evening of the same day, a second invitation was accorded, and at which we again urged an adoption of the conditions offered. However, action was deferred until the following day, when a mass meeting of miners from both Caseyville and Brazil was held at Fairview Church, five miles north of Brazil. Here again the Commission was called upon to speak, and a third time urged an acceptance of the terms offered. A vote being taken, the result showed a practically unanimous acceptance of the proposed scale—only four votes out of the hundreds of interested miners being recorded against it.

On the following day, Wednesday, April 13, the mines were again put in full operation.

BRIAR HILL BLOCK COAL CO., CLAY CITY.

The Briar Hill Block Coal Company, of Chicago, owns and operates a mine at Clay City, Clay County.

Several times during the last four years the management of this mine has changed, and owing to frequent clashes and estrangements, a mutual feeling of distrust has been engendered. Machines are used in mining at this bank. The miners, about thirty-five in number, refused to renew operations on April 1 until the

wage scale was settled in accordance with the Chicago agreement. Mr. Barney Naven, secretary for the mine workers of the Eighth District, on behalf of the workmen, requested the Labor Commission to begin negotiations for an adjustment of the trouble.

The miners selected as their committee Messrs. George Rogers, John King and Andrew Miller, while Mr. J. D. Negley, of Chicago, represented the company. The miners asked for an increase of 8 cents per ton for machine running. Mr. Negley made a counter proposition of 4 cents per ton. This the miners' committee refused to accept. After several hours of conference, we suggested that both parties meet in joint session with the Miners' Union, and that all the matters in interest be gone over in its presence. This was agreed to, and the meeting was held on the afternoon of Wednesday, April 13, 1898. It lasted three hours, and resulted in the following proposition from Mr. Negley:

Clay City, Ind., April 13, 1898.

At a meeting held this day, the following settlement was made and entered into between the Briar Hill Block Coal Company and its employes, for machine mining, as follows:

Wide work cutting, per ton	$0 22½
Wide work loading, per ton	30½
Narrow work cutting, per ton	30
Narrow work loading, per ton	40
Gobbing wide places, per room	50
Gobbing narrow places, per room	25

Cutters to cut not less than twelve inches of clay under the coal.

BRIAR HILL COAL CO.,
Per D. J. NEGLEY.

Miners,
Per GEORGE ROGERS.

Witnesses:
L. P. M'CORMACK,
B. FRANK SCHMID,
Labor Commissioners.

In addition to the foregoing, the company made a reduction of 10 cents per gallon on the price of oil and 25 cents per keg on powder. It was also agreed that a written statement be placed in each pay envelope itemizing the purchases, and the price thereof, at the company's store; and the prices fixed for the removal of fire clay where necessary to gain "mule height."

The last-named matter had been a source of almost constant contention for many years, and its permanent settlement was a source of hearty congratulations to both sides. The mine began operation full-handed on the following day, Thursday, April 14.

On April 28, to our surprise, the following telegram was received:

Clay City, Ind., April 28, 1898.

Labor Commission, Room No. 119 State Capitol, Indianapolis:

Was advance on coal five cents per ton net, "wide" and "narrow," at Briar Hill? Answer by telegram at once.

AMOS BAKER.

Not comprehending the full import of the telegram, our reply was a quotation of the contract above set forth. This, however, did not meet the issue. It was afterward remembered that at the conference between Superintendent Negley and the miners' committee, held in the hotel parlor in the presence of the Labor Commission, Mr. Negley made several concessions to the men, but firmly declared that he would not make more than a 4 cents per ton advance for mining coal in "narrow" measure. Afterward, at the conference, in the presence of the Miners' Union, he granted an advance of 5 cents per ton for "wide" work. At this point the miners seem to have misconceived his proposition, by understanding him to grant the 5 cents advance in both "wide" and "narrow" work, making the "narrow" work, according to their claim, 71 cents per ton for mining and loading, when the written contract provides for 70 cents only. The matter was left to the decision of the Labor Commission, each side obligating itself to abide thereby. At this juncture we were called hastily to Terre Haute on official business. While there we received a communication from Mr. Negley, bearing date of Clay City, April 28, 1898, stating that, pending the decision of the Labor Commission relative to the matter in dispute, the miners had discontinued work, in violation of the conditions of the agreement and in disregard of the National Convention's decision of January, 1898, and of the Brazil agreement of March 24, 1898, which provides for a ten days' notice before a strike should be undertaken. An early decision was also urged.

On Saturday, April 30, Mr. Negley came to Terre Haute, and again represented that his mine was idle; that the men refused to

return to work until the Labor Commission's decision should be rendered; that there were pressing contracts to be filled, and urged your Commissioners to immediately visit Clay City and put the men to work.

On Monday, May 2, we went to Clay City; held a meeting with the men; rendered a decision adverse to their claims, and promptly on Tuesday, May 3, the entire force returned to work without a murmur.

On investigation at our last visit, we found the company culpable of nonperformance of contract, made at our first visit, in many particulars. There was a failure to furnish statements of indebtedness to the men; to furnish oil at the market price; likewise powder; and numerous failures to pay the men the full amounts earned. Failure in making arrangements to cash the company's checks had been a fruitful source of discontent. There had also been loss of time and money to the miners on account of the company's failure to lift clay as per agreement. The Columbus scale had been violated by the company in the payment of the "track layer," "trapper," "bottom cager" and "trip riders." The men gave us assurance that they would not strike again, but take up their grievances in the regular way, and we believe they were sincere. These facts were reported to the company, and the hope expressed that it would see the wisdom of having its subordinates enforce its agreements in the spirit and sincerity in which they were made. No further complaints having been made, we are hopeful that harmony now prevails in Clay City.

ISLAND COAL CO., LINTON.

Four blacksmiths in the employ of the Island Coal Company, at Linton, Greene County, struck for an increase of wages on April 9, 1898. These smiths had been receiving $2 per day of nine hours, and asked an increase to $2.25 for the same number of hours, and additional pay of time and a half, or 37½ cents per hour, for Sunday and night work. The company, through its superintendent, Mr. John Hewitt, declined to grant the advance, and regarded the proposition for time and a half as being excessive. Mr. Hewitt asked for a postponement of the further consideration of the matter until the arrival of Mr. A. M. Ogle, president of the company.

The men consented to one week's postponement. The petitioners discontinued work on Saturday, April 9, pending a settlement. On Tuesday, April 19, a letter and telegram were received from Mr. W. D. VanHorn, President of the Eleventh District United Mine Workers, asking the Labor Commission to negotiate for the settlement of the trouble. Upon arrival at Linton, both sides were found willing to have the matter taken up, but the blacksmiths were themselves unwilling to join the Commission in a conference with Mr. Hewitt, alleging as a reason that such a meeting would be more likely to beget estrangement than to promote harmony. The company was willing to pay the customary wages for such work, but claimed that but two of the blacksmiths were worth the wages asked. It offered, therefore, as a compromise, to reinstate the four men, pay the two more skilled workmen the wages asked, give one of the inferior workmen the wages received before the strike, and the fourth was offered work mending mine cars and other less exacting tasks—the company claiming that during the dull summer months the services of but three smiths would be required. This proposition was rejected, the men contending that the company had no right to accept one without accepting all, nor the right to employ and discharge workmen at will.

The men made three propositions:

"1. Having worked one week at the company's terms after an advance was asked, they would return to work at their own proposition pending a settlement.

"2. They would return to work at 25 cents an hour straight.

"3. If the company would restore the four workmen to their old positions at 25 cents per hour, they would recognize its right to employ and discharge at will."

On the advice of the Commission, the company accepted the first proposition, and the smiths returned to work, pending a final settlement with Mr. A. M. Ogle, which later on resulted in the discharge of the inferior workman and granting the advance to the other three. The miners took no part in the dispute, but 350 of them were forced to remain idle until the matter was adjusted.

BRICKMAKERS, TERRE HAUTE.

The brick manufacturing interests of Terre Haute, until recently, have been represented by seven firms, which have produced all the material of that kind needed for building purposes in that city. The employers claim that no high degree of skill is required in the manufacture of brick, physical endurance being the more essential requisite. Molding and burning the brick are the departments of the industry where greater skill is required, and all else to be done in the process of brick-making is regarded as manual labor pure and simple.

Molders in the Terre Haute yards received $2.75 per day, while the others engaged in the service received $2 per day.

About the 15th of February, 1898, the men were notified that for the ensuing season their wages would be reduced 50 cents per day all around. This would fix the molders' wages at $2.25 per day and the rest at $1.50. This proposition was refused. Thus the matter rested until preparations for the summer's work were being made, at which time a renewal of the proposition to reduce wages was made. A counter proposition to accept a 25-cent reduction was made by the men and rejected by the employers. This is the condition your Commissioners found on Friday, April 29. Two meetings were held with the men on that date, and we found their purpose to hold out against a reduction was unyielding.

They claimed the prices demanded for work were the same received by them during times of business depression. They also claimed that the cost of food, rent, clothing, etc., was advancing, and that there was no decrease in the amount of brick demanded. They also believed that the brick business was enjoying some of the advantages of increasing prosperity, and that an advance in wages, rather than a reduction, should follow in the natural order of affairs.

On Saturday evening, April 30, your Commissioners met the operators, who claimed the matter in controversy was forced upon them by outside competition. So long as they were allowed to furnish the home market, they were able to pay the wage scale quoted. The use of natural gas, however, in the making of brick enabled manufacturers at Anderson, Marion and other localities to underbid them in their own market. They also claimed that at other

points a much lower wage scale was being paid. These two conditions forced them to either lower their expense account or retire from business. They chose the former alternative. Neither side would yield, and conciliation could not be effected.

At the time of our visit, the workmen were arranging to lease a brick-yard for the purpose of operating it on the co-operative plan. By this method they made, during the year and up to the filing of this report, over 400,000 merchantable brick, all of which have been sold at a fair price. Co-operative brick-making in Terre Haute is now regarded as a fixed industry.

FLINT BOTTLE WORKS, MUNCIE.

On Tuesday, May 3, 1898, 150 boys in the employ of the Muncie Flint Bottle Works struck for an increase in wages. As a result, 350 other employes were subjected to enforced idleness.

The boys were receiving the following wages:

Carrying boys	$0 50 per day.
Molding boys	60 per day.
Cleaning-off boys	60 per day.
Snapper boys	50 per day.

Those receiving 50 cents per day asked for 60 cents, and those receiving 60 cents asked for 75 cents, while those receiving 75 cents made no demand for an increase, but struck through sympathy.

The strikers alleged that at other factories in the gas belt better wages were paid, and their demand was because of this fact. An investigation of this statement led to the following:

	Muncie Flint Glass Co.	*Marion Flint Glass Co.	†Co-Operative Flint Glass Co., Marion.	Anderson Flint Glass Co.
Carrier boys	50	60	50	65
Molding boys	60	66⅔	66⅔	75
Cleaning-off boys	60	66⅔	66⅔	65
Snapper boys	50	60	60	50

*Molding and cleaning boys work half hour turn about for 75 cents.
†83⅓ cents per day for molding and cleaning 12 and 16 ounce bottles.

At the Marion Co-operative Flint Bottle Works molding and cleaning-off boys (handling pint and quart bottles) received 83⅓ cents per day, and for twelve and sixteen ounce bottles they received 66⅔ cents.

When these facts were made manifest, Mr. Bolt, President of the company, authorized your Commission to notify the strikers that the wages of the molding and cleaning-off boys would be advanced to $4 per week, but declined to increase the wages of the carriers. To this extent the proposition was unsatisfactory, and the whole body agreed to remain out. In explanation, the firm claimed that a majority of the carrier boys had outgrown their usefulness in that vocation. The work was peculiarly adapted to boys ranging in age from 14 to 18 years, whose supple limbs insured quick action, and that when a more advanced age was reached, they were less serviceable, and should seek other occupations.

On Saturday afternoon, May 7, an agreement was reached whereby all promised to return to work on Monday, May 9, and at that time forty of them did as they promised. The next day, Tuesday, May 8, found them all at their places.

AMERICAN PLATE GLASS WORKS, ALEXANDRIA.

On Tuesday, May 3, 1898, the American Plate Glass Works, at Alexandria, was the scene of a strike, occasioned by a threatened reduction of wages, the importation of foreigners to take the places of home workmen, and an expressed desire to lengthen the hours of labor. The wage reduction extended from the office force downward through most of the departments. On complaint of the foreman of one of the departments that some of his force were not doing a satisfactory amount and quality of work, the management supplanted them with Belgian workmen from Irwin, Pa.

Another cause of complaint was the long hours of labor in the casting and grinding departments. The employes are divided into day and night "gangs," and work twelve hours each day, alternating each week.

The day "gang" is required to work from 6 a. m. until 12 p. m., or eighteen hours continuously, on Saturday of each week, and from Sunday midnight until 6 o'clock a. m. on Monday, after which it becomes the night "gang" for the succeeding week, and the night "gang" of the preceding week becomes the day "gang." The work in the casting and grinding departments, and especially in the former, is excessively laborious, owing to the intense heat

to which the workmen are subjected and the amount of work to be performed. When there is added to this the long hours on Saturday and the inconvenience of beginning again at midnight on Sunday, the burden and disagreeableness of the requirements find frequent expressions in turbulent protestations.

At a meeting held on Wednesday, May 4, a strike having occurred the previous day, upon the urgent recommendation of Mr. D. F. Kennedy, organizer of the American Federation of Labor (your Commission being detained at another point in the State), the men wisely resolved to return to work pending settlement.

Your Commissioners were appraised of another determination to strike unless the company would correct the evils complained of, and took the matter up on Thursday, May 12. The company sent the imported workmen back to their homes in Pennsylvania. In explanation, Mr. M. P. Elliott, superintendent, said it was not the purpose or desire to keep them permanently employed at Alexandria, but as a complaint had been made of lack of efficiency of some workmen, the Belgians were to be employed until their services would be needed again at Irwin.

The second cause of complaint, the wage reduction, was met by a restoration of the old scale in all except the managerial department and office force. This proved satisfactory.

Relative to the long hours of work, it was manifest that the company was making an honest and costly effort to meet this objection.

The trouble is, the casting-room and grinding-hall are not of sufficient capacity to meet the requirements of the polishing department, and extra hours have to be devoted to labor in the former in order that the latter may be kept busy. Additional buildings are being constructed to meet the requirements, and the company has given satisfactory evidence of its purpose to relieve the workmen of the tedium of the long hours of labor.

On Saturday afternoon, June 4, a telephone message requested the immediate presence of the Labor Commission to consider and adjust a difference of recent origin at the same factory. On investigation it was developed that on Sunday, May 28, a notice was filed with the foreman of the grinding shed that the wages of the two fine sand wheelers, receiving $2 per day, would be reduced to

$1.50, and the wages of the ditchers, twelve in number, would be reduced from $1.50 to $1.25 per day. The firm contended that these were the prices for such work in competing factories, and they only asked that they be placed on the same wage basis as their competitors. The company declared its willingness to pay as high wages in the various departments as are paid for like services in other factories, but insisted that it was unfair to have to pay a higher rate.

In answer to this contention, the men declared that the services by the workmen named were greater than like labor performed elsewhere. The ditchers were expected to keep clean and open two ditches each, while here the task was increased to three ditches. In other factories men were especially employed as shop cleaners, while here the sand wheelers performed this task. For these reasons the workmen believe the reductions were unjust, and a strike followed. Dovetailed into this controversy, and made a part of the final settlement, was a complaint that one of the assistant superintendents was domineering, arrogant, and at times insulting.

The president of the company, on June 5, together with the Labor Commission, took up the adjustment of the difficulties. Meetings were held by your Commissioners with the workmen, and a committee of the strikers was appointed to confer with the management, but it was unable to fix satisfactory terms with the company. The Labor Commission next took the matter in hand, and reached a settlement upon this basis:

First, that the question of wages was referred to Mr. Elliott, superintendent, with the understanding that the scale should be fixed in harmony with the rate paid in other factories.

Secondly, the objectionable assistant superintendent was removed from his position and given employment where he would not come in contact with the foremen or have any authority over them.

Thirdly, the company agreed that in future controversies they would recognize and receive a committee of the workmen.

The men stipulated that in future they would not strike until every effort of arbitration of grievances would be exhausted. This settlement received the approval of both sides on Tuesday evening, June 7, and on the following day the factory was running as usual.

COOPERS, INDIANAPOLIS.

On May 5, 1898, thirteen coopers in the employ of Kingan & Co., of Indianapolis, struck, and, in sympathy, sixty others employed in the shops of Minter and Brandt also walked out.

The importation of machine and nonunion-made barrels, and the too rigid inspection of those made under contract in the factories of Minter and Brandt, were the chief causes of the strike, though there were some minor matters contributing thereto.

Up to recent date, Kingan & Co. used tierces, lard barrels and other packages for curing, storing and shipping their products, which packages were made exclusively in this city. The consumption of these packages by Kingan & Co. amounts to more than 90,000 annually.

Some months before the strike, the packing-house found it necessary to use a small number of cheap barrels for lard shipments, and applied to the two manufacturers just named for their purchase, but the contractors declined to furnish them because there would be no profit at the price offered. Finding they could not get them here, they sent to Chicago and procured them. The fifteen union coopers whom Kingan & Co. keeps in their employ to revamp old barrels and take apart and reshape and tighten new ones, objected to handling the cheap, inferior packages, because they were nonunion-made. But on the assurance that the use of the foreign-made barrels would be reduced to a minimum, they accepted the situation. But the requirements of the business rather increased than diminished the use of cheap barrels, and their increased use contributed largely to the precipitation of the strike.

The barrels made for Kingan & Co. in the local cooper shops are inspected after shipment to their packing-house. Each one is subjected to a strong internal steam pressure. If the slightest defect is noticed, it is returned, and the workman who made it is required to make good the defect free of cost. This system of inspection, it was alleged, grew so rigid as to become unbearable. By reason of it, and the importation of cheap barrels, thereby decreasing the amount of work done at the local shops, the earnings of the coopers during the five months last preceding the strike averaged scarcely more than $3 per week.

By reason of the disturbed relations in several industrial centers of the State, your Commissioners were unable to take the matter up

until eighteen days after the strike began. Messrs. St. Clair and Cunning, representing the Kingan Company, granted us three audiences, during which all details concerning the subjects out of which the controversy grew were gone over, and the following concession was made:

The company agreed to take one thousand packages (including both barrels and tierces) per week for two months, and to increase the number if business demands would justify.

The coopers accepted this proposition, and signified their desire to go to work immediately. In this settlement the stipulation was made that in future the coopers will not leave the company's employ for any such causes as led to the present difficulty, and to use all efforts at conciliation of differences as a substitute for strikes.

On Tuesday morning, May 24, the coopers returned to their respective tasks, and pronounced themselves highly elated over the settlement secured for them.

SINGER SEWING MACHINE CO., SOUTH BEND.

The wooden case factory of the Singer Sewing Machine Company is located at South Bend. The general manager is Mr. Leighton Pine, who has in his employ upwards of 1,200 workmen. Some weeks before the strike of May 31, 1898, a petition for an increase of wages, signed by about 500 of the employes, was filed with Mr. Pine for approval. This petition was sent to the company's headquarters in New York by the general manager, with the request that it be taken up immediately. The president of the company was in Europe, and Mr. Pine was informed that upon his return, about Saturday, June 11, the petition would be considered. This delay proved vexatious to some of the workmen. On Saturday, May 31, seven band-sawmen, who had been receiving 11 cents per hour, refused to work until an advance was granted. On the same day they were joined by others until the entire factory was closed, some leaving to enforce a demand for an increase of wages, others through sympathy, and some through professed fear. On the following Saturday, June 4, 600 of the strikers assembled in Turner Hall, South Bend, and organized a trade union, and appointed an executive committee consisting of seven persons.

To your Commissioners, the strikers complained of poor pay, bad treatment by some of the subbosses, unreasonable opposition to the union, and frequent reductions since 1892.

The executive committee held a conference with Mr. Pine, who assured them that he had done all within his power to secure an early action on their application. He urged them to return to work, pending settlement, believing that a more favorable consideration of their petition would be given if they were in the employ of the company than would be accorded it if they continued on a strike.

Our investigation began on Monday, June 6. The men were found to be in a determined though pacific, frame of mind. The meetings held by the strikers were largely attended, and some outside influences were being exerted to promote enthusiasm and encourage resistance. At a conference held between the contending parties and the Commissioners, on June 6, the following agreement was submitted by Mr. Pine:

As repeatedly promised to the Singer employes of the Case Factory at South Bend, I agree, when they have returned to work, to take up the question of wages with each department, and present the matter to the company's president for action; and will, as also previously promised, do all I can to have the wages made satisfactory. With full confidence in being able to do this, I also agree to withhold the present pending contracts for cabinet work until Saturday, June 11, 1898, and further agree that any advance in wages of the said employes will be paid on the pay day of June 29, 1898.

The proposition was not considered favorably by the workmen. On Wednesday, June 8, an agreement was reached between the strikers and your Commissioners whereby a mass meeting of the workmen should be held at 3 o'clock on the following Friday, June 10, and that Mr. Pine be requested to attend. Accordingly, 1,000 of the strikers assembled at the rink and listened to a brief address from Mr. Pine, in which he renewed the assurance given in the foregoing proposition.

A motion to accept the proposition was made and adopted, whereupon the meeting adjourned amid much enthusiasm. On Monday, June 13, the factory reopened with the old employes at work, and the advance recommended by Mr. Pine was granted by the company.

TEAMSTERS, MONTICELLO.

The Town Board of Monticello resolved in the spring of 1898 to enter upon extensive street improvements, and in pursuance of this purpose made a contract with W. W. Hatch & Son, of Goshen. Work on this contract began May 31. Teams were employed at $2.20 per day and shovelers were given $1.25 for ten hours' work. The teams were required to haul one and one-half square yards of dirt per load. At the expiration of the first week the teamsters claimed the amount hauled per load was too great, and asked that the size of the load be reduced to one yard. In justification of this demand, they said they were required to make two heavy pulls to each load of dirt. The first was in driving out of the plowed street, sometimes hub-deep in mud, and, after drawing the dirt two squares, were again required to make a heavy pull at the dump prepared for the deposit of the dirt. An additional reason for complaint grew out of the short hauls and consequent number of heavy pulls required for a day's work.

Their demand for a reduction in the size of the load was rejected by the contractor, and on June 6 thirty teamsters struck and seventy shovelers were forced into idleness.

On Monday, June 13, the workmen held a meeting, at which the Commission was present. The teamsters made a proposition to haul one and a quarter yards of dirt at $2.50 per day, or to haul one yard of dirt at $2.25 per day. These propositions were rejected by Contractor Hatch.

The Commissioners held a conference with the Town Board, Messrs. M. Waltz, E. McCuaig, John Saunders and George W. Sangster, June 14, at which the situation was canvassed, with the hope of securing moral aid leading to a settlement, but the Board concluded it had no jurisdiction other than to enforce an observance of the contract.

A proposition was made to the contractor by persons at Rensselaer to do the work at the prices paid, but it was found they could not secure the number of teams requisite to prosecute the task.

Sixty-five men at Rensselaer, engaged in crushing stone to be used on this contract, were also thrown out of work by the strike.

On Wednesday, June 15, Mr. Hatch and the Labor Commission met the strikers in council, and made a contract at $2.50 per day, the teamsters agreeing to haul one and a quarter yards at each load.

The men returned to work on Thursday morning, June 16, and expressed themselves satisfied with the settlement. The men were not organized.

KINGAN & CO., INDIANAPOLIS.

On Friday, June 10, thirty-five butchers in the beef department of Kingan & Co.'s packing house, Indianapolis, struck for an increase of wages, and, as a consequence, about seventy other employes became idle.

On Monday, June 20, a meeting was held with a committee representing the strikers in the office of the Labor Commission, and the following statement elicited:

"During the past year we have asked several times for an increase of wages, and promises have been made leading us to believe that our request would be granted. The foreman of the beef department told us that our wages would be advanced at the proper time. We continued at work, and receiving no increase, then we appointed a committee to wait on the firm. During this interview it was shown that we were working at less wages than were paid for like service at St. Louis, Kansas City, Chicago, Hammond and other competing points.

"We also drew the firm's attention to the fact that we were killing fifty head of cattle more per day than we had been during the three past years, and that this increase of labor justified an increase of wages.

"They flatly refused to make any advances at this time. In consequence of this, we struck on Friday, June 10. The matter was brought before the Central Labor Union of Indianapolis, and a committee of two butchers and three members of that body was appointed to wait upon Kingan & Co. A conference was had, and a second refusal to increase the wages given the committee."

Monday, June 20, the Labor Commission was received in conference with the firm. The substance of the reasons why the firm would not increase wages is as follows:

"The beef packing industry is not thoroughly established with us yet," said the company. "We labor under many disadvantages, among the more important being the scarcity of cattle in this

market. Indianapolis is not now a cattle market. However, in the course of years we intend making it so.

"Of eleven cars of cattle just bought only three were out of this market, while the others were bought in St. Louis and Chicago markets.

"As to the statement that the men worked only three-and-a-half days per week, we would say our books indicate that the average has been considerably higher, ranging from four to five days per week. Recognizing the many drawbacks, we can not increase the pay of the butchers at this time. We do not feel justified in paying higher wages until such time as that branch of our business shall show a profit."

The firm said the business had become demoralized by the strike, and the losses entailed had been considerable, hence they would not take the strikers back at that time. Arrangements had been made with some of the more friendly of the firm's competitors to supply their trade demands, and the future would have to develop what conditions may be imposed upon the striking employes.

Three subsequent interviews were had, the matter settled, and the men returned to work.

BEDFORD, WEIKEL & NUGENT, EVANSVILLE.

On Monday, June 20, sixty or more street laborers on Fulton Avenue, Evansville, struck for a raise of wages from $1.00 to $1.50 per day. The contractors were Bedford, Weikel & Nugent. Most of the strikers were colored men, but some whites were among them. The leader was James Mahaffy, formerly a coal miner, who finally organized them into a Street Laborers' Union.

The wage paid by other contractors of the city was $1.25, while the city was paying $1.50 for eight hours' work.

Meetings were held each morning by the strikers, the men were kept under control, and no disturbance or violence of any kind was attempted.

Each evening an open-air mass meeting was held, at which labor orators, lawyers, judges, public men, ministers and the Mayor addressed the shovelers and their sympathizers. Several conferences were held between the Labor Commission, Mayor Akin and a com-

mittee of strikers; we also frequently conferred with the contracting firm. While it conceded that $1.00 per day was a small wage, it stated that more men applied for work at that price than could be employed. The senior member of the firm said: "When men come and beg for work at $1.00 a day, and are glad to get it, what am I to do?"

Mayor Akin took great interest in our efforts to settle differences, and proved a constant and valuable counselor.

The following were the wages paid: Shovelers, $1.00 per day; wheelers, $1.25 per day, and concrete men, $1.35 per day.

A proposition was made by Mr. Bedford to raise the wages of the shovelers to $1.16 per day; wheelers, $1.33 per day, and concrete men, $1.42 per day. This proposition was rejected by the men.

The second week of the strike was drawing to a close, when on Friday, July 1, Mr. Bedford offered to pay the shovelers, $1.25; wheelers, $1.35, and concrete men, $1.50. It was also agreed that there should be no discrimination against union men, and that home workmen should be employed exclusively. It was further promised by the Mayor that in all future contracts for work to be done for the city, it should be provided that bids be made by contractors on a basis of $1.50 per day of eight hours. We urged a favorable consideration by the strikers, and the proposition was accepted with some reluctance. The men made an effort to have the firm agree to hire only union men, and to agree to discharge all nonunion men. This led to another hitch, but the firm repeated its promise not to discriminate against union men, and the street shovelers' strike was declared settled, with a feeling of relief and rejoicing.

On Friday, July 8, a dispatch was received from Evansville, signed by John Watkins, Secretary of the Street Laborers' Union, saying: "The strike is not over. Come at once; on account of contractors."

We were unwilling to make a second journey to Evansville with its attendant expense to the State, without first having more definite information, and thereupon wrote Mayor Akin for information. In reply Mr. Akin, under date of July 11, wrote in part:

> The question now at issue between the strikers and the contractors is that of taking back the former, and prejudice against union men. This the strikers claim, while the contractors deny that they use any prejudice

in the selection of their men. Up to this time Bedford & Co. say they take men without prejudice, and do not propose to use any. The work is progressing at the rates agreed on. I have had conferences with both sides, and I have done, I think, all I can do. If you think proper, I will be glad to see you again.

Within an hour of the receipt of Mr. Akin's note, a telegram was received from James Mahaffy, President of the Street Workers' Organization, saying: "Come to Evansville at once; one thousand men on a strike."

Believing that serious developments had taken place, we returned to Evansville on Tuesday, July 12. An investigation showed the work of improving the streets to be progressing satisfactorily. We also found that a superserviceable foreman, who had unwisely been given authority to employ and discharge workmen, had both employed nonresidents and made discriminations against union men. In several instances it was shown he accompanied his acts of discrimination by scurrilous remarks about, and mean flings at, unionists who applied for work. Such conduct was annoying, and was creating a bitterness that, had it not been checked, might have led to unpleasant results. The firm claimed to know nothing of it, and promised to correct the evils complained of. At a meeting of the workmen held on Friday evening, July 15, and addressed by Mayor Akin and the Labor Commission, good feeling prevailed, and the opinion was expressed, that the best settlement the Labor Commission could get had been secured, and the meeting extended to the Commission and Mayor Akin a unanimous vote of thanks. The strikers were only partially organized.

MASTER PAINTERS' ASSOCIATION, INDIANAPOLIS.

On July 16, 1898, one hundred and sixty-two painters, members of Painters' Union, No. 47, of Indianapolis, were locked out for refusing to accept a reduction of wages, and an abrogation of a contract made with the Master Painters. The reduction amounted to five cents an hour.

The Master Painters' Association was organized in March, 1898, and hoped to secure the membership of all the firms of the city, but failed, as only fifty-two joined the organization.

A wage scale of 30 cents per hour, also an eight-hour work-day, had been established by agreement between the two organizations, and continued about two months, beginning with May 1.

This agreement provided that the Masters should employ only union men; that union painters should work for Association Masters exclusively; that eight hours should constitute a day's work; that all overtime should be paid for at one-and-a-half prices, and that all violations of these conditions by a member of either organization should be reported to and be investigated by a Joint Executive Committee, and expulsion should follow conviction.

This agreement continued in full force until July 15, when the Master Painters abrogated it by resolution which alleged that the union painters had violated it by working for less than the 30-cent scale; that certain members of the union had offered to work for Association bosses for less than the scale; that certain members of the union had worked for non-Association contractors; that the union admitted to membership all applicants regardless of competency, thus thrusting on the employers many workmen of inferior skill.

In reply to these allegations, the union painters say that in the one instance where a member worked under the agreed scale he was disciplined by a fine, as provided for in the joint agreement; that the Masters' Association persistently refused to name the persons who offered to work below the scale, and for this reason the union could not administer punishment; that in the instance where union painters worked for non-Association contractors the six offenders were tried by the union, two were expelled and four suspended; that regarding the question of incompetency, no workmen were admitted to the union except those working for Association bosses, or recommended for admission by them; and that at no time has the Painters' Union refused or failed to discipline its recalcitrant members when a grievance was made known.

The Master Painters also justified their act of nullification on the ground of cheap competition based on low wages. They had hoped to include in their Association membership all the contractors in the city and vicinity, but in this they were disappointed. Fully one-half of the contractors remained outside, and their cheap competition was so strong as to make a reduction of the union wage scale imperative.

In answer to this, the workmen claim that the failure of the Master Painters to organize all their number was no fault of No. 47, nor should they be called upon to suffer because of such failure. They also assert that the non-Association bosses did not come hurtfully in competition with the Association bosses, for the reason that the former are bidders for small or "shanty" work, and rarely, if ever, bid on work requiring large capital and the employment of large numbers of men, while the Association members strive for this class of work almost exclusively. Hence, the workmen claimed this competition is of the most meager sort. While this was not, in its legal sense, a contract cognizable by law, and could not be enforced, perhaps, by legal process before the courts, nevertheless, the painters said, ethically considered, it was a contract, and its violation was all the more reprehensible, because it was not actionable before the courts.

Several conferences were held by the Labor Commission with the Master Painters, at one of which a committee of the union painters was also present. Our efforts were exerted in the direction of a compromise whereby so sweeping a reduction of wages could be averted, but in this we were defeated.

Meetings with a committee of the workmen were also held at the office of the Commission. Finally the painters accepted the reduction, and returned to work on Saturday, July 23.

AMERICAN STEEL & WIRE CO., ANDERSON.

A strike in the rod and wire departments of the factory of the American Steel & Wire Company, at Anderson, occurred on July 1, occasioned by a change in the method of work from "time" to "tonnage" or plate-setting system, which, in the opinion of the workmen, meant a reduction in the wage scale. By placing the old and new scales side by side the extent of the reduction can be readily noted.

The former, or "time" system, required that the men do all their own skilled labor, while in the plate-setting system thirteen men are specially employed doing the skilled labor, leaving the majority of the men machine feeders, thereby virtually depriving them of an opportunity to exercise the skill of their trade.

Holes.	Block.	PRICE PER HUNDRED POUNDS.	Old System, July, 1896-97.	Plate-Setting System, July, 1897-98.
1	1	All sizes to and including No. 6	3.5 cents.	2.5 cents.
1	1	No. 4 or No. 5 rods to No. 7 (or 8)	3.4 "	2.8 "
1	1	No. 5 rod to Nos. 8 (8¼ or 9)	3.9 "	3.5 "
1	1	No. 5 rod to Nos. 8½ or 9 (909½)	4.7 "	4.5 "
2	1	No. 5 rod to Nos. 9 or 9⅝	6. "	5.0 "
2	2	Nos. 4 or 5 rods to No. 9 (or 9½)	5.1 "	4.0 "
2	2	Nos. 4 or 5 rods to No. 5½ (10)	5.3 "	4.2 "
2	2	No. 5 rod to Nos. 10 or 10½	5.8 "	4.5 "
2	2	No. 5 rod to No. 11	6.6 "	5.4 "
3	2	No. 5 rod to No. 11½	8.8 "	6.9 "
3	2	No. 5 rod to No. 12	9.5 "	7.7 "
3	2	No. 5 rod to No. 12½	9.8 "	7.9 "
3	2	No. 5 rod to No. 13	12.1 "	10.1 "
3	2	Nos. 8½ and 9 soft or hard (Wire to No. 12 and 12½).	6.7 "	.....
2	2	Nos. 9 to 13	8.4 "	.....
2	2	No 11 to No. 14½	10. "	.....

Herewith is appended a tabulated statement of the wages paid in the wire-drawing department of the Anderson mill in 1893, and, also, the scale in the same department paid in 1898, prior to the adoption of the new or plate-setting system, together with the average output per man for ten hours. It is valuable in showing the correctness of the workmen's contention that reductions have been made in the wage scale from time to time since 1893:

Hole.	SIZES.	Scale of 1893, per 100 Pounds.	Scale of 1898, per 100 Pounds.	Average Output per Man for Ten Hours.
...	All sizes to 6	4½ cents	2 3/16 cents	From 11,000 to 13,000
1	7 to 8	5 "	2 3/16 "	" 10,000 to 11,000
1	8½ to 9	5½ "	3 "	" 7,000 to 8,000
2	9	8 "	3 3/16 "	" 7,000 to 8,000
2	9½	8½ "	3 5/16 "	" 6,000 to 7,000
2	10	8½ "	3 5/16 "	" 6,500 to 7,500
2	10½	9 "	3 5/16 "	" 5,000 to 6,500
2	11	9½ "	4 "	" 5,000 to 5,500
3	12	14 "	5 5/16 "	" 3,500 to 4,000
3	12½	14 "	5 5/16 "	" 3,000 to 3,500

SMALL BENCH.

3	16	16 cents	12 cents	From 2,000 to 2,500
3	15	13 "	7 1/16 "	" 2,200 to 2,500
2	14	10 "	4 "	" 2,500 to 3,000
2	12	8 "	2 5/16 "	" 3,000 to 4,000

Following is the earnings for 204 days of an average workman in the wire-drawing department for the year 1897. It was conceded that some workmen earned slightly more than the amounts set forth below, and many earned considerably less. It will be noted that scarcely more than two-thirds time was consumed by this workman during the year indicated.

	Earnings.	Amount Per Day.
Eleven days' work	$24 45	$2 22
Eleven days' work	29 25	2 66
Eight days' work	23 40	2 92
Five days' work	14 60	2 92
Ten days' work	29 50	2 95
Ten days' work	31 20	3 12
Eight days' work	24 90	3 11
Nine days' work	24 50	2 72
Twelve days' work	38 80	2 23
Eleven days' work	34 60	3 15
Ten days' work	32 05	3 20
Eleven days' work	34 40	3 13
Seven days' work	22 80	3 26
Ten days' work	33 70	3 37
Ten days' work	32 80	3 28
Eight days' work	25 50	3 19
Eleven days' work	35 05	3 19
Eleven days' work	32 00	2 91
Eleven days' work	34 25	3 11
Nine days' work	26 40	2 93
Six days' work	15 85	2 64
Five days' work	14 20	2 84

In the previous years the company formed a scale of wages, and the workmen did likewise, and these new scales were compared, modified and agreed upon in joint conference, and copies posted in the mill and given to the committees of the respective departments.

This year the custom was not observed, but, instead, the company formulated and gave one of the foremen the new scale, and each man who wanted to know its provisions was required to go into the foreman's office and examine it individually, not even being allowed to make notes of it. This led to mistrust, and was, the operatives claim, a source of inconvenience. Under these circumstances the men refused to work, claiming they were being taken advantage of.

Following this, General Manager Baackus arrived in Anderson, and committees representing different departments waited on him. They were admitted separately, and the rod-mill men returned to work, they not having been reduced. The common laborers were reduced from 10 to 15 cents per day, but they and the boys employed about the mill accepted the reduction and returned to work.

The committee of galvanizers was next admitted, and a change of system from day work to tonnage was presented them for acceptance. The company agreed that if, under the tonnage system, the employes in this department were not able to earn their old wages, they would be given a premium, which would bring their wages up to that under the old system. The change meant an increased burden for each workman of about two-thirds more than under the

old system, practically meaning a reduction of 44 to 78 per cent., while the proffered premium was regarded by the men as not being a rational business proposition, but a mere subterfuge or bait. The proposition was to be given a trial, providing the other departments came to an agreement.

The Wire-Drawers' Committee was then admitted, and asked if that department would return under the proposed scale, which they refused to do, stating they could not stand a cut of wages amounting to 17 and 33 per cent.

The Nailers' Committee followed, and refused to take a reduction of 30 cents a day in wages and an additional duty of running three to five more machines, which meant the discharge of ten men, requiring the twenty-six men to do the work of thirty-six.

Helpers claim they were cut 25 cents per day, and each required to run two extra machines. The extra task would cause the discharge of eight or ten helpers.

Tool makers also claimed that under the new scale they were reduced 30 cents on the day, and that all common laborers were cut from 10 to 25 cents per day.

It was also alleged that there was no guarantee of steady employment. They said frequent stoppages had been made. The factory rarely ran more than nine months during the year, and during the running season stoppages of three and four days a week were frequent. The loss of time thus sustained reduced the earning capacity of the workmen in the Wire-Drawing department alone to an average of not more than $300 per year.

After securing the foregoing statements from the locked-out workmen, your Commissioners sought information from the company. Mr. Gedge, the local manager, received us courteously on Friday, July 29, but asked time to consult with the officers at Chicago before answering our interrogatories. Accompanied by the company's local attorney, Mr. Kittenger, he proceeded to Chicago to lay the interrogatories before the officers of the company, and on Saturday, August 6, we received the desired answer, as follows:

ANSWERS TO INTERROGATORIES SUBMITTED BY STATE LABOR COMMISSIONERS OF INDIANA TO THE OFFICERS OF THE AMERICAN STEEL & WIRE COMPANY.

Question. What is the name of the corporation?

Answer. American Steel & Wire Company.

Q. What are the names and titles of the officers?

A. John W. Gates, Chairman; John Lamber, President; William Edenborn, First Vice-President; Isaac L. Ellwood, Second Vice-President; S. H. Chisholm, Third Vice-President; Elbert H. Gary, General Counsel; Frank Backus, General Manager; E. T. Schuler, Treasurer; E. J. Buffington, Secretary; E. A. Shearson, Auditor; Isaac L. Ellwood, William Edenborn, John W. Gates, S. H. Chisholm, E. J. Buffington, Executive Committee.

Q. Where is the main office located?

A. Chicago, Illinois.

Q. Is it a combine, trust or pool?

A. It is not a combine, trust nor pool.

Q. How many mills are comprehended in the organization?

A. Fourteen mills.

Q. Where are they located?

A. Two at Joliet, Illinois; two at De Kalb, Illinois; one at Salem, Ohio; one at Anderson, Indiana; one at Rankin, Pennsylvania; one at Beaver Falls, Pennsylvania; one at Allentown, Pennsylvania; three at Cleveland, Ohio; one at St. Louis, Missouri.

Q. How many factories are owned by other companies?

A. The number of factories owned by other companies is unknown. There are probably fifty or more not owned by the American Steel & Wire Company making nails, and a larger number making wire.

Q. What is the per cent. of output of all the outside factories?

A. We have no means of knowing, and cannot state.

Q. Give the number of employes in your different factories by departments.

A. The total number of employes of the company is about 10,000, distributed as follows: About 1,000 in rod mills, about 3,000 in nail mills, about 4,000 in wire mills, about 500 in galvanizing mills, about 750 in barb wire department, and about 750 common laborers.

Q. When did you adopt the "plate-setting" system, and how long has it been in use elsewhere?

A. The American Wire Nail Company at Anderson changed to "plate-setting" about July, 1897, and the same system has been continued since the American Steel & Wire Company purchased the property. The "plate system" has been in vogue in other mills for many years.

Q. Why was this change made at Anderson?

A. It was introduced at Anderson because considered more economical and had long been in force at other mills.

Q. Why did your company refuse to join with your employes in making the wage scale in the same manner as formerly?

A. The American Steel & Wire Company, which acquired the property at Anderson about April 1, 1898, had nothing to do with any previous conferences, if any were had. This company has attempted to adjust wages so as to make them substantially uniform at its different mills, and so as to allow what was considered fair compensation and all the company could afford to pay while competing with so many other manufacturers in the same line located at various places in the United States, many of whom are paying lower wages.

Q. Why was it necessary to withdraw stocker and plate setters?

A. The same system has been introduced at Anderson which was in vogue at other mills. The company insists that the present arrangement is proper and necessary, and does not increase labor.

Q. Was not the adoption of the new method a reduction of wages in the rod mill?

A. This company is paying its employes at Anderson about 12 per cent. less wages on the average than the American Wire Nail Company paid; but is paying larger wages than the average of all the mills of the country.

Q. Why was the change from "time" to "plate-setting" system made?

A. Because more economical and in accordance with practice of other mills generally. It is done without any reduction in wages, and is a benefit to the employes.

Q. Does not the change from day work to tonnage system greatly increase the work in the galvanizing departments?

A. No.

Q. What reduction do the wire-drawers sustain by this change?

A. It is about 20 per cent. on the average.

Q. Have not the nailers sustained a reduction of wages by the adoption of the tonnage system?

A. Yes, if this refers to the Anderson mill. The nailers were getting more than nailers at other mills. They are now getting more than the average.

Q. Does not the change also reduce the wages of helpers?

A. Yes, for the same reason given in answer just preceding this one.

Q. What cut was made in the wages of cleaners and laborers?

A. Cleaners were cut 15 cents per day and laborers 5 cents per day. That is, the scale of the American Steel & Wire Company is this much less than it is believed the American Wire Nail Company paid. As already explained, the changes have been made so as to put all the mills on a substantial basis.

Q. What were the daily average earnings formerly paid in the rod, nail, wire and galvanizing mills of the Anderson plant, and what reductions were made in those two departments?

A. The daily average earnings in the rod mill at Anderson in the past were about $4 or more. There has been no material change in the scale. In the nail mill in the past, about $2.25 per day, and on the average it is about the same by the present scale. In the wire mill the average was $3.50 per day; the present scale is about $3 per day

on an average. Contemplated improvements will increase wages. In the galvanizing mill the average earnings were about $1.80 per day, and on the tonnage basis now proposed, men can earn more per day. The average wages of the common laborers were about $1.35; the present scale is $1.30, and larger than any other companies pay in that vicinity.

Q. Are you willing to arbitrate disputed questions?

A. We do not believe this company has any question to arbitrate.

Q. Do you want the men to return to work, and will you confer with them in reference thereto?

A. We wish the men to return to work as individuals when the business demand permits, provided they believe it is for their interest to do so. The company will have no difficulty in obtaining employes as individuals at the wages fixed by the scale.

Q. Are you willing to compromise on the proposed scale of wages?

A. The company and its officers believe that the wages offered are fair and reasonable.

Q. Are you willing and ready to open your factory if the workmen shall agree to return to work?

A. While the company has a number of mills and has a very large and abnormal stock of manufactured goods on hand, and can easily supply the present demands without opening the factory at Anderson, still it is the policy of the company to operate all its mills, provided the same can be done without loss to the company. Therefore, the company expects to open the factory at Anderson when the demands of the trade and other surrounding circumstances justify.

After an investigation at Anderson, your Commissioners were at some pains to ascertain what fluctuations, if any, had occurred in the price of nails, and find that a decrease of from five to twenty-five cents per keg on the base price has taken place within two years past.

The employes of other mills belonging to the same corporation have also struck against similar reductions, the most notable being at Cleveland. An attempt was made, after several weeks' idleness, to start those mills by the employment of Polanders and other foreign workmen. As a result, a conflict ensued, and several persons were injured. The firm denies that it contemplated making a like attempt at Anderson. All attempts at arbitration or conciliation failed.

Subsequently, the corporation secured from the United States Court at Cleveland, Ohio, a blanket injunction perpetually enjoining the strikers at its two mills in that city, and those at other points in Ohio, and at Anderson, from trespassing upon its property, interfering with its operation, or with those who might take service

with it. At Anderson, it is proper to add, no attempts of this kind had been made or contemplated. The injunction broke the strike and the men were forced to accept the reduction or give way to foreigners ready and willing to take their places. Upon application all were taken back but twenty.

EVANSVILLE MIRROR & BEVELING CO.

The Evansville Mirror & Beveling Company was established four years ago. The workmen were mostly taken to Evansville from other cities where like establishments existed, and were skilled in the following branches of the industry: Roughers, Emery Grinders, Smoothers, Polishers and Silverers.

The pay of the men was based upon the number of inches of glass beveled per day, and at first they were required to bevel 3,000 inches of mirror glass, either pattern or square, for which they received $15.00 per week. Within two years the amount has been increased to 4,500 inches per day for the same wages. Last fall the task was again increased to 6,000 inches per day with no advance in wages. To all of this increase of work the men submitted, owing to business depression.

On July 28, 1898, the manager of the works posted a notice, reading as follows: "Must have 7,000 inches in square glass, 6,000 inches in pattern glass. Smoothers must keep up."

This meant an increase of work, and, as they had already submitted to successive increases with no advance in pay, they felt they were being taxed to such a degree that it would be impossible for them to do the work asked. The "roughers" refused to work, and the "emery grinders" and "smoothers" also stopped in sympathy with them. This closed the factory, and about thirty-five men were thrown out of employment.

The superintendent made a compromise proposition that they bevel 6,500 inches. This was rejected. Another was made that they accept piece work, the firm agreeing to pay 4 cents per hundred inches, which would require them to grind 6,250 inches per day in order to earn the old wages—$15.00 per week. This proposition was accepted. Then the question of pay for an apprentice came up. He had been beveling 4,500 inches, and had been re-

ceiving $1.25 per day. The men insisted that he also receive 4 cents for each hundred inches beveled. This the firm would not agree to, claiming they should not be required to pay an apprentice the same rate as a jour. The next proposition of the men was, that they would go to work at the old wages, which was rejected by the firm. The superintendent went to New York to hire workmen. At this juncture the Labor Commission was called in. The strike had been in progress for a week, and all negotiations had been closed between the contending parties.

The following statement was made by the manager, Mr. Bills:

"We posted a notice requiring our roughers to bevel 7,000 inches of square and 6,000 inches of pattern work per day. This was necessary in order to compete with imported glass, and with firms in Cincinnati, who, we understood, were requiring their men to do this amount of work."

The men, however, made contrary statements, and verified them with letters from Cincinnati and Chicago, in which it was shown that a task of 4,000 to 5,000 inches was considered a day's work.

As the statements made by the firm and the men were greatly at variance, information was gathered by the Labor Commission at Cincinnati, which elicited the following replies by telegraph:

Don't require "roughers" to do any stipulated number of inches per day. On fancy patterns and squares 5,000 inches is an average day's work. WESTON MIRROR PLATE CO.

From 3,500 to 5,000, according to kind of work. Our average runs about 3,900. THE CINCINNATI BEVELING AND SILVERING CO.

Confronted by these statements, your Commission finally succeeded in getting the firm to telegraph the superintendent in New York not to bring new men, and to agree to take back all of their old employes at their former wages. The workmen were not organized.

SHARPSVILLE CANNING CO.

On Monday, August 15, Mr. J. F. Lindsay, of Sharpsville, Tipton County, solicited the official aid of your Commissioners in arbitration of a wage scale to be paid during the season at the Sharpsville Canning Factory. The employes were willing to enter into a written contract, which would be mutually protective and binding under the law, to such conclusions as might be reached by the Commission. Proceeding to Tipton we communicated with Judge W. W. Mount, of the Thirty-sixth Judicial Circuit, who is, under the law, ex officio a member and president of the Arbitration Board. Judge Mount formulated the following petition, which was taken to Sharpsville and signed by twenty-five employes in the various departments of the factory who served as representatives of the 150 employes, and Mr. B. R. Pratt, Secretary of, and representing, the company.

STATE OF INDIANA, TIPTON COUNTY, ss.:

The undersigned employes of the Sharpsville Canning Company, not less than twenty-five in number, and their employers, between whom differences exist as to scale of wages, which have not resulted in any open rupture or strike, hereby petition and apply to the Labor Commission of said State, for an arbitration of their said differences. All as provided for in an act of the General Assembly of the State of Indiana, approved March 4, 1897. (The signatures of the petitioners follow.)

The following decision was reached:

Come now the undersigned, duly appointed, qualified and acting Labor Commissioners in and for the State of Indiana, together with the Judge of the Circuit Court of Tipton County, of said State, and pursuant to the foregoing application, made by the employes of the Sharpsville Canning Company, and make the following scale of wages, all as prayed for in said petition:

OCCUPATION.	To Be Paid in 1898.	Paid in 1897.
Tippers	$0 17½ per hour.	$0 15 per hour.
Inspectors	12½ " "	10 " "
Crankers	12½ " "	10 " "
Fillers	12½ " "	10 " "
Carriers (bucket)	12½ " "	10 " "
Scalders	12½ " "	10 " "
Platform men	12½ " "	10 " "
Carriers (slop)	12½ " "	12½ " "
Women at filling table	10 " "	8⅓ " "
Lid placers at table	7⅛ " "	6¼ " "
Can boys	6¼ " "	6¼ " "
Machine men	17½ " "	17½ " "
Night watchman	1 25 " night.	1 25 " night.
Hot cans	15 " M.	12½ " M.
Labelers	22½ " M.	20½ " M.

The foregoing was accepted by the committees representing the different departments.

In the matter of wages to be paid in the peeling department of the factory, the following decision was rendered by the said Board of Arbitration, which was accepted by both parties:

Twelve-quart bucket well filled	$0 03
Twelve-quart bucket poorly filled	02½
Twelve-quart bucket half full	01½

By well-filled bucket is understood a bucket well rounded up.

By a poorly filled bucket is understood a bucket level full, and not well rounded up.

By a half-bucket is understood a bucket the body of which is half full.

The 2½-cent checks are not payable until the end of the season, or until the holder quits work.

The foregoing contract was accepted by the peelers through a committee.

The decisions were recorded in the office of the County Clerk of Tipton County, on Wednesday, August 17, in accordance with the requirements of law, in such cases made and provided, and was a substantial increase over last year's wages, which the company freely made.

W. B. CONKEY PUBLISHING CO., HAMMOND.

The W. B. Conkey Publishing Co., now at Hammond, Lake County, was for many years located at Chicago, but owing to high rents and a desire to secure cheaper labor, it announced a determination to remove to a more advantageous locality.

In January last, prominent professional and business men of Hammond, some of whom were interested in the Hammond Land and Improvement Co., opened negotiations with Mr. Conkey with a view to having his printing plant removed to their locality. As a result of the negotiations the citizens of Hammond, by means of a popular subscription, offered a bonus of $75,000 in cash, a donation of ten acres of land, free water for five years, and exemption from all but a nominal city tax for a like period.

This proposition was accepted, and a bond of $50,000 given by the company to employ regularly five hundred employes. The erection of the building began about February 10, and the structure as stipulated in the contract was finished.

On Monday, August 15, the company began business, and announced a desire to employ labor, including printers, pressmen, stereotypers, bookbinders, pressfeeders, bindery girls, etc., and received numerous applications for work from persons representing the several branches of the printing business.

On the same day a committee of printers, pressmen and feeders representing the organized printing trades of Chicago, visited Hammond and sought an interview with Mr. Conkey at the factory. They inquired the wages to be paid, and were informed that they would be as high, and, in some respects, higher than paid elsewhere in the State of Indiana. The committee was also informed that the company would not run a strictly union establishment, but that both union and nonunion workmen would be employed. The committee asked that the Chicago scale be paid, and that the establishment be unionized throughout. This request was refused. The committee sought to reason the matter with Mr. Conkey, but he was firm in his determination not to recognize organized labor or pay Chicago prices. Thereupon he was informed that his business would be antagonized, and that as the most of his business came from Chicago, and he was competing with Chicago firms, he would be forced to conform to the prices paid by his Chicago competitors.

The factory continued in operation with a small force without further occurrences of moment until Wednesday, August 17, when an assault was committed upon the person of John King, a pressbuilder of Memphis, Tennessee. Mr. King was assaulted near the factory, and was painfully but not seriously injured. The alleged offender was arrested for assault and battery with intent to kill, confined in the city prison for three days, and finally bailed out on a five-hundred-dollar bond to answer the charge at the coming September term of the Lake County Circuit Court. A conspiracy is alleged in this case in which President Day and George Thompson, of the Chicago Typographical Union, Peter Dienhart, pressman, and John Frederick, pressfeeder, were charged with being implicated, and the last three named, together with Fred S. Bailey,

of Pressmen's Union, No. 3, of Chicago, were arrested, charged with conspiracy to commit assault and battery with intent to kill. Mr. Thompson was subsequently given a preliminary trial before a local magistrate, and released from custody, there not being in the opinion of the court incriminating evidence sufficient to justify the retention of the prisoner.

On Friday evening, August 19, your Commissioners had an audience with Mr. W. B. Conkey, in which he said: "I do not compete with the Chicago people. I can not do any small work, such as letter-heads, bill-heads, envelopes, etc., down here. It is only big work that I bother about. Before I moved to Hammond I wrote to employers in all the principal cities in the State with the request that they send me the union scale of wages paid by them. I found that the highest wages for printers were paid in Indianapolis, while pressmen received more in Fort Wayne than in Indianapolis or any other place in Indiana. I have built a model plant here. I have done everything possible to make it pleasant for the work-people. I want to make everybody in the establishment contented and happy, and as far as the building and comforts are concerned, I know I have succeeded. All I want is fair play."

While located in Chicago he claims to have given bindery girls from $5.00 to $15.00 per week. At Hammond, he offered for the same class of work, $2.00 per week. He said, however, that he intended to secure the services of a number of his former Chicago bindery women at the old scale, in order that they might teach the inexperienced Hammond operatives the trade, and that when they shall have acquired sufficient facility the Chicago scale will be given them. In the conference Mr. Conkey admitted that he had moved to Hammond in the hope of securing cheap labor. The company still maintains a business office in Chicago, and will continue to do so. Your Commission visited Chicago on Friday, August 19, and met representatives of the Allied Printing Trades at Typographical Union Headquarters. Mr. George W. Day, President of that organization, in explanation of the position and purpose of the Chicago Allied Printing Trades said:

"When we heard that the Conkey Company contemplated a removal to Hammond, we applied to International Typographical Union for power of jurisdiction over that territory. At the time

we made this application Mr. Conkey recognized the union, and his entire establishment was being run under its rules, and for this reason, if for no other, we believed that our extension of jurisdiction would be not only unobjectionable but agreeable to him. We understand now why Mr. Conkey moved to Hammond. It was to employ cheap labor. He is both an unfair competitor and a hard taskmaster. By his removal he saves $48,000 annually for rent. In addition he gets a bonus of $75,000 in money, free water and almost complete exemption from municipal tax, together with a donation of valuable land. These enormous advantages will enable him to successfully compete with all Chicago competitors on the same wage scale. But he is not satisfied with these advantages. He proposes to reduce the printers' wages $1.50 per week below the Chicago scale, and the pressmen's wages $3.00 per week. With these cheap scales he will come into the Chicago market for nine-tenths of his business. Every dollars' worth of work he is doing at Hammond is from Chicago patrons, and he has said repeatedly, that he will continue to maintain a business office in Chicago. The result will be that the master printers of Chicago will be compelled to reduce our wages to meet his cheaper scale. This we will prevent, if possible. The master printers of Chicago are perfectly willing to pay the prevailing scale if they are properly protected against this cheap competition. Our duty is clear. Self-preservation compels us to antagonize Mr. Conkey. We do not ask that Chicago workmen be employed, as Mr. Conkey has stated. He can secure his employes from any source. All we ask is that, inasmuch as he competes almost exclusively with our Chicago employers, he pay the same wages. We are greatly interested, because it affects the wages of between 6,000 and 7,000 workmen in Chicago and their families."

Mr. Day added: "We will make Mr. Conkey, through your Commission, these two propositions:

"1. We will recognize his undisputed right to procure his employes from any source whatsoever, and be secure absolutely in their employment so far as our Allied Printing Trades are concerned.

"2. We ask that he employ union workmen in the composing and press rooms for a period of one year, and pay the Chicago wage scale for the time mentioned."

With these propositions your Commissioners returned to Hammond, believing that a settlement could be made on the foregoing basis. Messrs. Gostlin and Griffin were called into council, and urged, one as the confidential friend and the other as the legal advisor of Mr. Conkey, to recommend the overtures offered. Preliminary to this, it was agreed by the gentlemen named, that, as an evidence of a desire for reconciliation and to promote a better feeling, no further effort at prosecution of the men under arrest should be made. When these gentlemen laid the propositions before Mr. Conkey, he declined to accept the overtures, repeating a former declaration that there were no Chicago workmen in his employ, and that he would entertain no proposition from workmen living in another State, and added that he would not run a union office. He added, however, that if workmen from any part of Indiana approached him on the subject, he would gladly consider any proposition that might be submitted.

On Saturday morning, August 20, the three defendants, who sought release under habeas corpus proceedings, were held in $500 bail each to answer the same charge before the Circuit Court. Bail was furnished by Typographical Union, No. 16, of Chicago, and they were released. They were tried and acquitted, and since have instituted suits for malicious prosecution.

There was plainly manifest a genuine desire on the part of the workmen to affect a settlement that would be agreeable to Mr. Conkey and secure them an uninterrupted enjoyment of their present wage scale. Your Commission was requested to again counsel with the Executive Board of the Allied Printing Trades of Chicago. The result of this conference was an attempt to secure a conference between Messrs. Gostlin and Griffin and the Board referred to. These gentlemen, in their individual capacities, agreed to accept the proffered invitation, and were preparing to visit Chicago for that purpose, when Mr. Conkey refused to countenance it, and said he would reject any proposition which might emanate from such conference. Thus, after seven days' endeavor in trying to reconcile differences our only reward was failure.

MODES-TURNER GLASS CO., CICERO.

The Modes-Turner Glass Company is located at Cicero, Indiana, and is engaged in the manufacture of green, amber and flint bottles. The company works 300 employes, about 125 of whom are boys. It has been the custom, previous to this year, to run the factory day and night during the week and until midnight on Saturday, and the boys received a full day's wages for the Saturday night services from 5:00 until 12:00 o'clock. By the contract made between the blowers and manufacturers, the Saturday night work was discontinued, and by the same agreement the blowers were paid for that time. The boys asked for the same pay, but it was refused them. In October a committee of the boys waited on the management and asked to have the wages restored to them. This was refused, and on the same day at noon 125 of them, including "carry-in," "laying-up," "snapper" and "molding" and "gathering" boys, struck for the restoration of their wages.

The following wages had been paid:

Carry-in boys, 50 cents a day.

Laying-up boys, 83⅓ cents a day.

Gathering boys, $1.16⅔ a day.

Snapper and molding boys, 65 cents a day.

The company was persistent in its refusal to allow the demand, but an agreement was made whereby they should be paid semi-monthly instead of monthly as heretofore. After being out twenty-four hours the youthful strikers returned to work on October 6. They were not organized.

TYPOTHETAE, INDIANAPOLIS.

On Monday, October 3, 1898, sixty-five members of the Press-feeders' and Helpers' Union, No. 39, of Indianapolis, struck for an advance, a recognition of their union, and the establishment of a uniform scale of wages in all the printing offices employing its members. On July 5, 1898, they had served notice on the United Typothetae, an organization composed of the employing printers of Indianapolis, for the desired advance.

After the filing of this notice, the Labor Commission was called in conference by the local Typothetae, and a meeting was held at W. B. Burford's printing-house. The opinion of the master printers was that a majority of the members of the Pressfeeders' Union were of immature years, and this fact seemed to incite the fear that if granted recognition, there would be further trouble. For this reason, the employing printers desired that there be formed a closer alliance between the Pressfeeders' and the Pressmen's Union, the latter being composed of older and more conservative persons.

The wages paid the feeders and helpers varied in different offices, and ranged from $5 to $10 per week.

An investigation of the ages showed that the average of the entire membership was twenty-three years, and that several of them had arrived at the meridian of life, and a few had passed considerably beyond that period.

When the time for the taking effect of the uniform scale arrived the request had not been granted, and a second petition was filed, and a committee of the Pressfeeders' Union twice waited upon the local Typothetae to urge an agreement for an advance and uniform scale. Failing to secure an agreement, the men struck on Monday, October 3, 1898. A conference between the contending parties was arranged between themselves and a committee of the local Typothetae, the Executive Committee of the Pressfeeders' and Helpers' Union and a committee of the Pressmen's Union met at the business office of the German Telegraph on Monday evening, October 3. After a conference of an hour the following advance scale was adopted, the Pressfeeders' Union recognized, the strike declared off, and the men all returned to work the next day.

Pony feeders	$6 50 per week.
Large presses	8 00 per week.
Newspaper feeders	10 00 per week.
Assistants	10 00 per week.
Job pressman running one press	6 50 per week.
Job pressman running two presses	8 00 per week.
Job pressman running three or more	10 00 per week.

ATLANTA STEEL AND TIN PLATE FACTORY.

A strike occurred in the Tin House of the Atlanta Steel and Tin Plate Factory on Thursday, October 20, 1898, and was precipitated by a cut in wages of the "risers" who had been getting 3½ cents per box, and were reduced to 3 cents per box. The strikers were met by Mr. Morgan, General Manager, and requested to return to work, he declining to recognize them until all should do so who were not directly affected by the cut. Under a promise of recognition they returned the following day, 21st, and continued work until 9 a. m. of the 22d, at which time a mill committee of four members was appointed to confer with the General Manager. Two of the committee claim to have been ordered off the premises, but this is denied by Mr. Morgan. He claims to have asked them to go to the company's office, where differences could be discussed. The committee having reported to the President of the Tin Plate Workers' Union, that some of their number had been ordered out of the factory, he ordered the men to strike a second time on Saturday morning, October 22, at which time fifty-seven members of the organization quit work, together with about thirty others—some in sympathy, and some of necessity, and the following strike notice was posted about Atlanta:

> The employes of the Tin House of the Atlanta Tin Plate Works are out on a strike on account of a reduction of wages. Keep away.
>
> By order of the Committee.

To the Labor Commissioners the men complained of the bad treatment their committee had received, and also of a system of fines in vogue at the factory. Two and three conferences were held daily for a week between the contestants and Labor Commission before a final basis of settlement was reached. After being out ten days a satisfactory agreement was signed October 29, 1898, and went into effect at once.

APPENDIX.

Arbitration and conciliation of labor troubles have been provided for in some form or other by the law-making power of twenty-four States in the Federal Union. Of this number, permanent State boards are established in sixteen States, as follows: Massachusetts, New York, Montana, Michigan, California, New Jersey, Ohio, Minnesota, Louisiana, Wisconsin, Utah, Connecticut, Illinois, Colorado, Idaho and Indiana.

Wyoming has a constitutional provision empowering the Legislature to establish courts of arbitration, from the decision of which appeals may taken to the Supreme Court.

In Iowa, Kansas, Pennsylvania and Texas the law courts are authorized to appoint voluntary tribunals of arbitration. In Maryland, in addition to these voluntary tribunals, the Board of Public Works can investigate industrial disturbances when one party is a corporation chartered under the State law, offer arbitration, and, if accepted, can provide the method. But if either side rejects, it devolves upon the Board to investigate the facts and report the same to the next Legislature.

The Commission of Labor Statistics of the State of Missouri is required to establish local boards of arbitration, and to mediate if so requested. North Dakota and Nebraska have similar laws.

In the following pages we give the important features of the laws of the several States:

MASSACHUSETTS.

Section 1. The Governor, with the advice and consent of the Council, shall, on or before the first day of July, in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a State Board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third be appointed upon the recommendation of the other two: Provided, however, That if the two appointed do not agree on the third man at the expiration of thirty days,

he shall then be appointed by the Governor. They shall hold office for one year, or until their successors are appointed. On the first day of July, in the year eighteen hundred and eighty-seven, the Governor, with the advice and consent of the Council, shall appoint three members of said Board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first day of July in each year thereafter the Governor shall in the same manner appoint one member of said Board to succeed the member whose term then expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said Board. Each member of said Board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said Board may appoint and remove a clerk of the Board, who shall receive such salary as may be allowed by the Board, but not exceeding twelve hundred dollars a year.

Sec. 2. The Board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the Governor and Council.

Sec. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity exists between an employer, whether an individual, copartnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the Board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the Secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for; and the said Board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

Sec. 4. Said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said Board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the Board shall satisfy itself that such agent is duly authorized in writing to representing such employes, but the names of the employes giving such authority shall be kept secret by said Board. As soon as may be after the receipt of said application the Secretary of said Board shall cause pub-

lic notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order; and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employes interested on the other side, may in writing nominate, and the Board may appoint, one person to act in the case as expert assistant to the Board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the Board, to obtain and report to the Board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty, such oath to be administered by any member of the Board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the Treasury of the Commonwealth such compensation as shall be allowed and certified by the Board, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the Board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further thereupon without the written consent of the adverse party. The Board shall have power to summon as witness any operative in the department of businesss affected, and any person who keeps the record of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the Board.

Sec. 5. Upon the receipt of such application, and after such notice, the Board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the Board and published at the discretion of the same in an annual report to be made to the General Court on or before the first day of February in each year.

Sec. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting the same in three conspicuous places in the shop or factory where they work.

Sec. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two

arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the State Board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the State Board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the State Board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the Mayor of such city or the Board of Selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the Mayor of a city or the Board of Selectmen or a town that a strike or lockout, such as described in section eight of this act, is seriously threatened or actually occurs, the Mayor of such city or the Board of Selectmen of such town shall at once notify the State Board of the facts.

Sec. 8. Whenever it shall come to the knowledge of the State Board, either by notice from the Mayor of a city or the Board of Selectmen of a town, as provided in the preceding section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of the strike or lockout was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State Board; and said State Board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by section three of this act.

Sec. 9. Witnesses summoned by the State Board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the Board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the Board,

and for such purpose the Board shall be entitled to draw from the Treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

Sec. 10. The members of the said State Board shall, until the first day of July, in the year eighteen hundred and eighty-seven, be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the Treasury of the Commonwealth; and both before and after said date they shall be allowed their necessary traveling and other expenses, which shall be paid out of the Treasury of the Commonwealth.

AN ACT relating to the duties and compensation of expert assistants appointed by the State Board of Arbitration and Conciliation.

(Approved June 15, 1892.)

Section 1. In all controversies between an employer and his employes in which application is made to the State Board of Arbitration and Conciliation, as provided by section four of chapter two hundred and sixty-three of the acts of the year eighteen hundred and eighty-six, as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said Board shall appoint a fit person to act in the case as expert assistant to the Board. Said expert assistant shall attend the sessions of said Board when required, and no conclusion shall be announced as a decision of said Board, in any case where such assistants have acted, until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said Board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the Board, at any time before a final decision shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said Board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services, from the Treasury of the Commonwealth, the sum of seven dollars for each day of actual service, together with all their necessary traveling expenses.

Sec. 2. This act shall take effect upon its passage.

NEW YORK.

AN ACT in relation to labor, constituting chapter thirty-two of the general laws.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Article X—State Board of Mediation and Arbitration.

Section 140. There shall continue to be a State Board of Mediation and Arbitration, consisting of three competent persons to be known as arbitrators, appointed by the Governor, by and with the advice and consent of the Senate, each of whom shall hold his office for the term of three years, and receive an annual salary of three thousand dollars. The term of office of the successors of the members of such Board in office when this chapter takes effect shall be abridged so as to expire on the thirty-first day of December preceding the time when each such term would otherwise expire, and thereafter each term shall begin on the first day of January.

One member of such Board shall belong to the political party casting the highest, and one to the party casting the next highest number of votes for Governor at the last preceding gubernatorial election. The third shall be a member of an incorporated labor organization of this State.

Two members of such Board shall constitute a quorum for the transaction of business, and may hold meeting at any time or place within the State. Examinations or investigations ordered by the Board may be held and taken by and before any of their number, if so directed, but a decision rendered in such a case shall not be deemed conclusive until approved by the Board.

Sec. 141. The Board shall appoint a Secretary, whose term of office shall be three years. He shall keep a full and faithful record of the proceedings of the Board, and all documents and testimony forwarded by the local boards of arbitration, and shall perform such other duties as the Board may prescribe. He may, under the direction of the Board, issue subpoenas and administer oaths in all cases before the Board, and call for and examine books, papers and documents of any parties to the controversy.

He shall receive an annual salary of two thousand dollars, payable in the same manner as that of the members of the Board.

Sec. 142. A grievance or dispute between an employer and his employes may be submitted to the Board of Arbitration and Mediation for their determination and settlement. Such submission shall be in writing and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the Board, and during the investigation to continue in business or at work, without a lock-out or strike.

Upon such submission the Board shall examine the matter in controversy. For the purpose of such inquiry, they may subpoena witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the Board must be rendered within ten days after the completion of the investigation.

Sec. 143. Whenever a strike or lock-out occurs, or is seriously threatened, the Board shall proceed as soon as practicable to the locality thereof, and endeavor, by mediation, to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

Sec. 144. Within ten days after the completion of every examination or investigation authorized by this article, the Board, or majority thereof, shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy.

Every decision and report shall be filed in the office of the Board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall be filed in the office of the clerk of the county or counties where the controversy arose.

Sec. 145. The Board shall make an annual report to the Legislature, and shall include therein such statements and explanations as will disclose the actual work of the Board, the facts relating to each controversy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employes.

Sec. 146. A grievance or dispute between an employer and his employes may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employes concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employes concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employes are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board.

Sec. 147. Before entering upon his duties, each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy.

The board may, through its chairman, subpena witnesses, compel their attendance and take and hear testimony.

The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.

Sec. 148. The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the State Board of Mediation and Arbitration.

One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the Secretary of the State Board of Mediation and Arbitration.

Sec. 149. The State Board of Mediation and Arbitration shall hear, consider and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing, and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

MONTANA.

(Act approved March 15, 1895.)

Section 3330. There is a State Board of Arbitration and Conciliation consisting of three members, whose term of office is two years and until their successors are appointed and qualified. The Board must be appointed by the Governor, with the advice and consent of the Senate. If a vacancy occurs at any time, the Governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said Board.

Sec. 3331. One of the Board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

Sec. 3332. The members of the Board must, before entering upon the duties of their office, take the oath required by the Constitution. They shall at once organize by the choice of one of their number as chairman. Said Board may appoint and remove a clerk of the Board, who shall receive such compensation as may be allowed by the Board, but not exceeding five dollars per day for the time employed. The Board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the Governor.

Sec. 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action exists between an employer (if he employs twenty or more in the same general line of busines in the State) and his employes, the Board must, on application, as is hereinafter provided, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done, by either or both, to adjust said dispute, and the Board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the Board, and a statement thereof published in the annual report, and the Board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

Sec. 3334. The application to the Board of Arbitration and Conciliation must be signed by the employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said Board, if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said Board. As soon as may be after the receipt of said application, the Secretary of said Board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such a manner as the Board may order; and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side and the employes interested on the other side, may in writing nominate, and the Board may appoint, one person to act in the case as expert assistant to the Board.

The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the Board, to obtain and report to the Board information concerning the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the State of a character sim-

ilar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the Board; and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the Treasury of the State such compensation as shall be allowed and certified by the Board, not exceeding —— dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the Board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in like manner. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further thereupon without the written consent of the adverse party. The Board shall have power to summon as witness any operative or employe in the department of business affected, and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the Board.

Sec. 3335. Upon the receipt of such application, and after such notice, the Board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the Board, and published at the discretion of the same in an annual report to be made to the Governor on or before the first day of December in each year.

Sec. 3336. Any decision made by the Board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to employes by posting the same in three conspicuous places in the shop, office, factory, store, mill or mine where the employes work.

Sec. 3337. The parties to any controversy or difference as described in Sec. 3333 of this code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may be either mutually agreed upon, or the employer may designate one of the arbitrators, the employes, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the State Board might have and exercise, and its decision shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the State Board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the State Board and entered on its records. Each of such arbitrators shall be entitled to receive from the treasury of the country in which the controversy or difference that is the subject of the arbitration exists, if such payment shall be approved by the

Commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Whenever it is made to appear to the Mayor of any city or two Commissioners of any county, that a strike or lock-out, such as described hereafter in this section, is seriously threatened or actually occurs, the Mayor of such city, or said Commissioners of such county, shall at once notify the State Board of the fact.

Whenever it shall come to the knowledge of the State Board, either by notice from the Mayor of a city or two or more Commissioners of a county, as provided in this section, or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or county of this State, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of the strike or lockout was employing, not less than twenty persons in the same general line of business in any city, town or county in this State, it shall be the duty of the State Board to put itself in communication, as soon as may be, with such employer and employes, and endeavor, by mediation, to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State Board; and said State Board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by Sec. 3333 of this code.

Witnesses summoned by the State Board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the Board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be (see Sec. 9 of Massachusetts act, and make such provision as deemed best) certified to the State Board of Examiners for auditing, and the same shall be paid as other expenses of the State from any moneys in the State Treasury.

Sec. 3338. The arbitrators hereby created must be paid five dollars for each day of actual service and their necessary traveling expenses and necessary books or record, to be paid out of the Treasury of the State, as by law provided.

MICHIGAN.

Section 1. The people of the State of Michigan enact, That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.

Sec. 2. After the passage of this act, the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State Court of Mediation and Arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens, by resignation or otherwise, he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said Court shall have a clerk or secretary, who shall be appointed by the Court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the Court, and also all documents, and to perform such other duties as the said Court may prescribe. He shall have power, under the direction of the Court, to issue subpenas, to administer oaths in all cases before said Court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the Capitol by the person or persons having charge thereof for the proper and convenient transaction of the business of said Court.

Sec. 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the Court may be held and taken by and before any one of their number, if so directed. But the proceedings and dicisions of any single arbitrator shall not be deemed conclusive until approved by the Court or a majority thereof. Each arbitrator shall have power to administer oaths.

Sec. 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State Court, and shall jointly notify said Court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said Court or its clerks is given, it shall be the duty of said Court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said Court, provided it shall be rendered within ten days after the completion of the investigation. The Court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or

clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in the State.

Sec. 5. After the matter has been fully heard the said Board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the Court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

Sec. 6. Whenever a strike or lockout shall occur or is seriously threatenen, in any part of the State, and shall come to the knowledge of the Court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by meditation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the Court is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

Sec. 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest route in getting to and returning from the place where attendance is required by the Court, to be allowed by the board of State auditors upon the certificate of the Court. All subpoenas shall be signed by the Secretary of the Court, and may be served by any person of full age authorized by the court to serve the same.

Sec. 8. Said court shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the Court, and such suggestions as to legislation, as may seem to them conducive to harmonizing the relations of, and disputes between, employers and the wage-earning.

Sec. 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to exceed twelve hundred dollars, without per diem, per year, payable in the same manner.

Sec. 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm" "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place.

CALIFORNIA.

Section 1. On or before the first day of May of each year, the Governor of the State shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employes, and the third member shall represent neither, and shall be Chairman of the Board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the Governor shall appoint some one to serve the unexpired term; provided, however, that when the parties to any controversy or difference, as provided in section two of this Act, do not desire to submit their controversy to the State Board. they may by agreement each choose one person, and the two shall choose a third, who shall be Chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State Board. The members of the said Board or Boards, before entering upon the duties of their office, shall be sworn to faithfully discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this Act.

Sec. 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or lockout, and his employes, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the Board.

Sec. 3. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lockout or strike, until the decision of said Board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon receipt of said application, the Chairman of said Board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the Board entailed thereby. The Board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

Sec. 4. The decision rendered by the Board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further

bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employes by posting a notice thereof in three conspicious places in the shop or factory where they work.

Sec. 5. Both employers and employes shall have the right at any time to submit to the Board complaints of grievances and ask for an investigation thereof. The Board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and publish the result of their investigations as soon as possible thereafter.

Sec. 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary traveling and other expenses incident to the duties of their office shall be paid out of the State Treasury; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

Sec. 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State Treasury not otherwise appropriated, for the expenses of the Board for the first two years after its organization.

Sec. 8. This Act shall take effect and be in force from and after its passage.

NEW JERSEY.

1. Be it enacted by the Senate and General Assembly of the State of New Jersey, That whenever any grievance or dispute of any nature growing out of the relation of employer and employe shall arise or exist between employer and employes, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a Board of Arbitrators, to hear, adjudicate and determine the same; said Board shall consist of five persons; when the employes concerned in any such grievance or dispute as aforesaid are members in good stinding of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be Chairman of the Board; in case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbitrators for said Board, and said Board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said Board, and the said Board shall be organized as herebefore provided.

2. And be it enacted, That any Board as afore said selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said Board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such Board of Arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

3. And be it enacted, That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said Board is ready for the transaction of business, it shall select one of its members to act as Secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the Chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this State; the Board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall bear and examine such witnesses as may be brought before the Board, and such other proof as may be given relative to the matters in dispute.

4. And be it enacted, That after the matter has been fully heard, the said Board, or a majority of its members shall within ten days render a decision thereon, in writing, signed by them, giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the Secretary of the State Board of Arbitration hereinafter mentioned, together with the testimony taken before said Board.

5. And be it enacted, That when the said Board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said Board, which shall have power to act and adjudicate and determine the same as fully as if said Board was originally created for the settlement of such other difference or differences.

6. And be it enacted, That within thirty days after the passage of this act the Governor shall appoint a State Board of Arbitration, to consist of three competent persons, each of whom shall hold his office for the term

of five years; one of said persons shall be selected from a bona fide labor organization of this State. In any vacancy happens, by resignation or otherwise, the Governor shall, in the same manner, appoint an arbitrator for the residue of the term; said Board shall have a secretary, who shall be appointed by and hold office during the pleasure of the Board and whose duty it shall be to keep a full and faithful record of the proceedings of the Board and also possession of all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said Board may prescribe; he shall have power, under the direction of the Board, to issue subpoenas, to administer oaths in all cases before said Board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State; said arbitrators of said State Board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same; an office shall be set apart in the Capitol by the person having charge thereof, for the proper and convenient transaction of the business of the said Board.

7. And be it enacted, That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case; it shall be the duty of the said State Board of Arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said Board thereon shall be final and conclusive in the premises upon all parties to the arbitration; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party; any two of the State Board of Arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State; examinations or investigations ordered by the State Board may be held and taken by and before any one of their number if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the Board or a majority thereof; each arbitrator shall have power to administer oaths.

8. And be it enacted, That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State Board in the first instance, in case such parties elect to do so, and shall jointly notify said Board or its clerk, in writing, of such election; whenever such notification to said Board or its clerk is given, it shall be the duty of said Board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute; the parties to the grievance or dispute shall thereupon submit to said Board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said Board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike until the decision of said Board, provided that it shall be rendered within ten days after the completion of the investigation; the

Board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power by its chairman or clerk, to administer oaths. to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

9. And be it enacted, That after the matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision, and the points disposed of by them; the decision shall be in triplicate, one copy of which shall be filed by the clerk of the Board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

10. And be it enacted, That whenever a strike or lockout shall occur or is seriously threatened in any part of the State, and shall come to the knowledge of the Board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers. in like manner and with the same powers as it is authorized to do by section eight of this act.

11. And be it enacted, That the fees of witnesses of aforesaid State Board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the Board; all subpoenas shall be signed by the Secretary of the Board and may be served by any person of full age, authorized by the Board to serve the same.

12. And be it enacted, That said Board shall annually report to the Legislature, and shall include in their report such statements, facts and explanations as will disclose the actual working of the Board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employes, and the improvement of the present system of production by labor.

13. And be it enacted, That each arbitrator of the State Board and the Secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the State Treasurer on duly approved vouchers.

14. And be it enacted, That whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals." as fully as if each of said terms was expressed in each place.

15. And be it enacted, That this act shall take effect immediately.

A SUPPLEMENTAL ACT.

1. Be it enacted by the Senate and General Assembly of the State of New Jersey, That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a Board of Arbitration, each to serve for the term of three years from the approval of this supplement, and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars per annum, in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the Secretary of said Board, and he shall receive an additional compensation of two hundred dollars per annum, the salaries herein stated to be payable out of moneys in the State Treasury not otherwise appropriated.

2. And be it enacted, That in case of death, resignation or incapacity of any member of the Board, the Governor shall appoint, by and with the advice and consent of the Senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

3. And be it enacted, That the term of office of the arbitrators now acting as a board of arbitrators, shall, upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the Board of Arbitrators shall immediately succeed to and become vested with all the powers and duties of the Board of Arbitrators now acting under the provisions of the act of which this act is a supplement.

4. And be it enacted, That after the expiration of the terms of office of the persons named in this supplement, the Governor shall appoint by and with the advice and consent of the Senate their successors for the length of term and at the salary named in the first section of this supplement.

5. And be it enacted, That this act shall take effect immediately.

OHIO.

Section 1. Be it enacted by the General Assembly of the State of Ohio, That within thirty days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall oppoint three competent persons to serve as a State Board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employe selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the Governor; and provided, also, that appointments made when the Senate is not in session may be confirmed at the next ensuing session.

Sec. 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the Governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said Board.

Sec. 3. Each member of said Board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as Chairman, and one of their number as Secretary. The Board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the Governor.

Sec. 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State exists between an employer (whether an individual, copartnership or corporation) and his employes, if, at the time he employs not less than twenty-five persons in the same general line of business in this State, the Board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employes includes aggregations of employes of several employers so co-operating. And where any strike or lockout extends to several counties, the expenses incurred under this act are not payable out of the State Treasury, shall be apportioned among and paid by such counties as said Board may deem equitable and may direct.

Sec. 5. Such meditation having failed to bring about an adjustment of the said differences, the Board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to ke kept by the Secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

Sec. 6. Said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said Board.

Sec. 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lockout

or strike, until the decision of said Board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the Board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court of common pleas of the county from which such joint application comes, as upon a statutory award.

Sec. 8. As soon as may be, after the receipt of said application, the secretary of said Board shall cause public notice to be given of the time and place for the hearing herein, but publis notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further therein without the written consent of the adverse party.

Sec. 9. The Board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the Board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the Board that such fees are correct and due. And the Board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

Sec. 10. The parties to any controversy or difference, as described in section four of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Sec. 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the State Board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive

the advice and assistance of the State Board. The decision of said Board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the State Board.

Sec. 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Sec. 13. Whenever it is made to appear to a mayor or probate judge in this State that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the State Board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the State Board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this State, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the State, it shall be the duty of the State Board to put itself in communication, as soon as may be, with such employer and employes.

Sec. 14. It shall be the duty of the State Board in the above described cases to endeavor, by meditation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispue to a local board of arbitration and conciliation, as above provided, or to the State Board; and said Board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by section nine of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, he bad. At the expense of any publicaion under this act shall be certified and paid as provided therein for payment of fees.

Sec. 15. Witnesses summoned by the State Board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the Board is in session. Each witness shall state in writing the amount of his travel and attendance, and said State Board shall certify the amount due each witness to

the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

Sec. 16. The said State Board shall make a yearly report to the Governor and Legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the Board, and such suggestions as to legislation as may seem to the members of the Board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employes.

Sec. 17. The members of said Board of Arbitration and Conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the Board shall, quarterly, certify the amount due each member and on presentation of his certificate the Auditor of State shall draw his warrant on the Treasury of the State for the amount. When the State Board meets at the Capitol of the State, the Adjutant-General shall provide rooms suitable for such meeting.

Sec. 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes," of the Revised Statutes of the State, passed February 10,1895, is hereby repealed.

Sec. 19. This act shall take effect and be in force from and after its passage.

LOUISIANA.

Section 1. Be it enacted by the General Assembly of the State of Louisiana, That within thirty-five days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall appoint five competent persons to serve as a Board of Arbitration and Conciliation in the manner hereinafter provided. Two of them shall be employers, selected or recommended by some association or board representing employers of labor; two of them shall be meployes, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four; provider, however, that if the four appointed do not agree on the fifth man at the expiration of thirty days, he shall be appointed by the Governor; provided, also, that if the employers or employes fail to make their recommendation as herein provided within thirty days, then the Governor shall make said appointments in accordance with the spirit and intent of this act; said appointments, if made when the Senate is not in session, may be confirmed at the next ensuing session.

Sec. 2. Two shall be appointed for two years, two for three years, and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the Governor shall in the same manner appoint some person to serve out the unexpired term.

Sec. 3. Each member of said Board shall before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as Chairman and one of their number as Secretary. The Board shall, as soon as possible after its organization, establish rules of procedure.

Sec. 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State, exists between an employer, whether an individual, copartnership or corporation, and his employes, if at the time he employes not less than twenty persons in the same general line of business in any city or parish of this State, the Board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

Sec. 5. Such meditation having failed to bring about an adjustment of the said differences, the Board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the Secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

Sec. 6. Said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of the employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the Board shall satisfy itself that such agent is duly authorized in writing to represnt such employes, but the names of the employes giving authority shall be kept secret by said Board.

Sec. 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said Board, if it shall be made within ten days of the date of filing said application.

Sec. 8. As soon as may be after the receipt of said application, the Secretary of said Board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or peti-

tioners fail to perform the promise made in said application, the Board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the Board.

Sec. 9. The Board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of wages earned or paid. Summons may be signed and oaths administered by any member of the Board. The Board shall have the right to compel the attendance of witnesses or the production of papers.

Sec. 10. Whenever it is made to appear to the mayor of a city or the judge of any district court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the mayor of such city or judge of the district court of such parish shall at once notify the State Board of the fact. Whenever it shall come to the knowledge of the State Board, either by the notice of the mayor of a city or the judge of the district court of the parish, as provided in the preceding part of this section, or otherwise, that a lockout or strike is seriously threatened, or has actually occurred, in any city or parish of this State, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employes.

Sec. 11. It shall be the duty of the State Board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the State Board of Arbitration and Conciliation; and the State Board shall, whether the same be mutually submitted to them or not, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by Section 9 of this act.

Sec. 12. The said State Board shall make a biennial report to the Governor and Legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the Board, and such suggestions as to legislation as may seem to the members of the board conducive to the relations of and disputes between employers and employes.

Sec. 13. The members of said State Board of Arbitration and Conciliation, hereby created, shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The

Chairman of the Board shall quarterly certify the amount due each member, and, on presentation of his certificate, the Auditor of the State shall draw his warrant on the Treasury of the State for the amount.

Sec. 14. This act shall take effect and be in force from and after its passage.

WINCONSIN.

Section 1. The Governor of the State shall within sixty days after the passage and publication of this act appoint three competent persons in the manner hereinafter provided, to serve as a State Board of Arbitration and Conciliation. One of such Board shall be an employer, or selected from some association representing employers of labor; one shall be selected from some labor organization and not an employer of labor; and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed by the Governor as herein provided do not agree upon the third member of such Board at the expiration of thirty days, the Governor shall appoint such third member. The members of said Board shall hold office for the term of two years and until their successors are appointed. If a vacancy occurs at any time the Governor shall appoint a member of such Board to serve out the unexpired term, and he may remove any member of said Board. Each member of such board shall before entering upon the duties of his office be sworn to support the constitution of the United States, the constitution of the State of Wisconsin, and to faithfully discharge the duties of his office. Said Board shall at once organize by the choice of one of their number as Chairman and another as Secretary.

Sec. 2. Said Board shall as soon as possible after its organization establish such rules of procedure as shall be approved by the Governor and Attorney-General.

Sec. 3. Whenever any controversy or difference not the subject of litigation in the courts of this State exists between an employer, whether an individual, copartnership or corporation, and his employes, if at the time he employes not less than twenty-five persons in the same general line of business in any city, village or town in this State, said Board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what (if anything) should be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be published in two or more newspapers published in the locality of such dispute, shall be recorded upon proper books of record to be kept by the Secretary of said Board, and succinct statement thereof published in the annual report hereinafter provided for, and said Board shall cause a copy of such decision to be filed with clerk of the city, village or town where said business is carried on.

Sec. 4. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of and a promise and agreement to continue in business or at work without any lockout or strike until the decision of said Board; provided, however, that said Board shall render its decision within thirty days after the date of filing such application. As soon as may be after the receipt of said application the Secretary of said Board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and request in writing that no public notice be given. When notice has been given as aforesaid the Board may in its discretion appoint two expert assistants to the Board, one to be nominated by each of the parties to the controversy; provided, that nothing in this act shall be construed to prevent the Board from appointing such other additional expert assistants as they may deem necessary. Such expert assistants shall be sworn to the faithful discharge of their duty, such oath to be administered by any member of the Board. Should the petitioner or petitioners fail to perform the promise and agreement made in said application, the Board shall proceed no further thereupon without the written consent of the adverse party. The Board shall have power to subpoena as witnesses any operative in the departments of business affected by the matter in controversy, and any person who keeps the records of wages earned in such departments and to examine them under oath, and to require the production of books containing the record of wages paid. Subpoenas may be signed and oaths administered by any member of the Board.

Sec. 5. The decision of the Board herein provided for shall be open to public inspection, shall be published in a biennial report to be made to the Governor of the State with such recommendations as the Board may deem proper, and shall be printed and distributed according to the provisions governing the printing and distributing of other State reports.

Sec. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by such decision from and after the expiration of sixty days from the date of said notice. Said notice may be given by serving the same upon the employer or his representative, and by serving the same upon the employes by posting the same in three conspicious places in the shop, factory, yard or upon the premises where they work.

Sec. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the State Board might have and exercise, and its decision shall have such binding effect as may be agreed

upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assitance of the State Board. Such local board shall render its decision in writing within ten days after the close of any hearing held by it, and shall file a copy thereof with the Secretary of the State Board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration.

Sec. 8. Whenever it is made to appear to the mayor of a city, the village board of a village, or the town board of a town, that a strike or lockout, such as is described in section nine of this act, is seriously threatened or actually occurs, the mayor of such city, or the village board of such village, or the town board of such town, shall at once notify the State Board of such facts, together with such information as may be available.

Sec. 9. Whenever it shall come to the knowledge of the State Board by notice as herein provided, or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, which threatens to or does involve the business interests of any city, village or town of this State, it shall be the duty of the State Board to investigate the same as soon as may be and endeavor by meditation to effect an amicable settlement between employers and employes, and endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as herein provided for, or to the State Board. Said State Board may, if it deems advisable, investigate the cause or causes of such controversy, ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame.

Sec. 10. Witnesses subpoenaed by the State Board shall be allowed for their attendance and travel the same fees as are allowed to witnesses in the circuit courts of this State. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him upon approval by the Board shall be paid out of the State Treasury.

Sec. 11. The members of the State Board shall receive the actual and necessary expenses incurred by them in the performance of their duties under this act, and the further sum of five dollars a day each for the number of days actually and necessarily spent by them, the same to be paid out of the State Treasury.

Sec. 12. This act shall take effect and be in force from and after its passage and publication.

MINNESOTA.

Section 1. That within thirty (30) days after the passage of this act the Governor shall, by and with the advice and consent of the Senate, appoint a State Board of Arbitration and Conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the first Monday in January, 1897, and thereafter biennially, the Governor, by and with like advice and consent, shall appoint said Board, who shall be constituted as follows: One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more trade and labor assemblies in the State, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, and shall be neither an employe, or an employer of skilled labor; provided, however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten (10) days, the appointment shall then be made by the Governor without such recommendation. Should a vacancy occur at any time, the Governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term, and he may also remove any member of said Board.

Sec. 2. The said Board shall, as soon as possible after their appointment, organize by electing one of their members as President and another as Secretary, and establish, subject to the approval of the Governor, such rules of procedure as may seem advisable.

Sec. 3. That whenever any controversy or difference arises, relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or non-resident, and his or their employes, if at the time he or it employes not less than ten (10) persons in the same general line of business in any city or town in this State, the Board shall, upon application, as hereinafter provided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the causes thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said inquiry make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said Board will also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

Sec. 4. That said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be verified by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employes, the Board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employes, but the names

of the employes giving such authority shall be kept secret by said Board. Within three days after the receipt of said application the Secretary of said Board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order; and the Board may at any stage of the proceedings cause public notice to be given, notwithstanding such request.

Sec. 5. The said Board shall have power to summon as witnesses any clerk, agent or employe in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the Board. Witnesses summoned before the Board shall be paid by the Board the same witness fees as witnesses before a district court.

Sec. 6. That upon the receipt of an application, after notice has been given as aforesaid, the Board shall proceed as before provided, and render a written decision, which shall be open to public inspection, and shall be recorded upon the records of the Board and published at the discretion of the same in a biennial report which shall be made to the Legislature on or before the first Monday in January of each year in which the Legislature is in regular session.

Sec. 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employes by posting the same in three conspicuous places in the shop, factory or place of employment.

Sec. 8. Whenever it shall come to the knowledge of said Board, either by notice from the Mayor of a city, the County Commissioners, the President of a Chamber of Commerce or other representative body, the President of the Central Labor Council or Assembly, or any five reputable citizens, or otherwise, that what is commonly known as a strike or lockout is seriously threatened or has actually occurred, in any city or town of the State, involving an employer and his or its present or past employes, if at the time such employer is employing, or up to the occurrence of the strike or lockout was employing, not less than ten persons in the same general line of business in any city or town in this State, and said Board shall be satisfied that such information is correct, it shall be the duty of said Board, within three days thereafter, to put themselves in communication with such employer and employes and endeavor by mediation to effect an amicable settlement between them, or to persuade them to submit the matter in dispute to a local board of arbitration and conciliation, as hereinafter provided, or to said State Board, and the said State Board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make

and publish a report assigning such responsibility. The said Board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

Sec. 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbiters, the employes or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impartially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the District Court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the State Board might have and exercise, and their decisions shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards may be filled in the same manner as the regular appointments are made. It shall be the duty of said State Board to aid and assist in the formation of such local boards throughout the State in advance of any strike or lockout, whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrences thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the State Board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them; such decision shall at once be filed with the Clerk of the District Court of the county in which such controversy arose, and a copy thereof shall be forwarded to the State Board.

Sec. 10. Each member of said State Board shall receive as compensation five ($5) dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act; such compensation shall be paid by the State Treasurer on duly detailed vouchers approved by said Board and by the Governor.

Sec. 11. The said Board, in their biennial reports to the Legislature, shall include such statements, facts and explanations as will disclose the actual workings of the Board and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employes; and the improvement of the present relations between labor and capital. Such biennial reports of the Board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the State.

Sec. 12. There is hereby annually appropriated out of any money in the State Treasury not otherwise appropriated the sum of two thousand dollars, or so much thereof as may be necessary for the purposes of carrying out the provisions of this act.

Sec. 13. All acts and parts of acts inconsistent with this act are hereby repealed.

Sec. 14. This act shall take effect and be in force from and after its passage.

CONNECTICUT.

Section 1. During each biennial session of the General Assembly, the Governor shall, with the advice and consent of the Senate, appoint a State Board of Mediation and Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of two years. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for Governor of this State, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for Governor of this State, and the other of said persons shall be selected from a bona fide labor organization of this State. Said Board shall select one of its number to act as Clerk or Secretary, whose duty it shall be to keep a full and faithful record of the proceedings of the Board, and also to keep and preserve all documents and testimony submitted to said Board; he shall have power under the direction of the Board, to issue subpoenas, and to administer oaths in all cases before said Board, and to call for and examine the books, papers and documents of the parties to such cases. Said arbitrators shall take and subscribe to the constitutional oath of office before entering upon the discharge of their duties.

Sec. 2. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to the State Board of Mediation and Arbitration, in case such parties elect to do so, and shall notify said Board, or its Clerk, in writing, of such election. Whenever such notification to said Board or its Clerk is given, it shall be the duty of said Board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of the grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Board, in writing, succinctly, clearly, and in detail, their grievances and complaints, and the cause or causes thereof, and severally promise and agree to continue in business, or at work, without a strike or lockout, until the decision of said Board is rendered; provided, it shall be rendered within ten days after the completion of the investigation. The Board shall thereupon proceed fully to investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its Chairman or Clerk, to administer oaths, to isssue subpoenas for the attendance of witnesses, and the production of books and papers.

Sec. 3. After a matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by the members of the Board, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by said Board. The decision shall be in triplicate, one copy of which shall be filed by the Clerk of the Board in the office of the Town or City Clerk in the town where the controversy arose, and one copy shall be served on each of the parties to the controversy.

Sec. 4. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the Board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such strike or lockout; and, if in the judgment of said Board it is best, it shall inquire into the cause or causes of the controversy, and to that end the Board is hereby authorized to subpoena witnesses, and send for persons and papers.

Sec. 5. Said Board shall, on or before the first day of December in each year, make a report to the Governor, and shall include therein such statements, facts, and explanations as will disclose the actual working of the Board, and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employed, and to the improvement of the present system of production.

Sec. 6. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place.

Sec. 7. The members of the Board shall receive as compensation for actual services rendered under this act, the sum of five dollars per day and expenses, upon presentation of their voucher to the Comptroller, approved by the Governor.

Sec. 8. This act shall take effect from its passage.

ILLINOIS.

Section 1. Be it enacted by the People of the State of Illinois, represented in the General Assembly: As soon as this act shall take effect, the Governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a State "Board of Arbitration," to serve as a State Board of Arbitration and Conciliation; one and only one of whom shall be an employer of labor, and one, and only one of whom, shall be an employe, and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said Board shall have no power to act as such until they and each of them are confirmed by the Senate. On the first day of March, 1897, the Governor, with the advice and consent of the Senate, shall appoint three persons as members of said Board in the manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the Governor shall in the same manner appoint one member of said Board to succeed the member whose term expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the

same manner appoint some one to serve out the unexpired term. Each member of said Board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. The Board shall at once organize by the choice of one of their number as Chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The Board shall have power to select and remove a Secretary, who shall be a stenographer, and who shall receive a salary to be fixed by the Board, not to exceed $1,200 per annum and his necessary traveling expenses, on bills of items to be approved by the Board, to be paid out of the State treasury.

Sec. 2. When any controversy or difference not involving questions which may be the subject of an action at law or a bill in equity, exists between an employer, whether an individual, copartnership or corporation, employing not less than twenty-five persons, and his employes in this State, the Board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the Secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for, and the Board shall cause a copy thereof to be filed with the Clerk of the city, town or village where said business is carried on.

Sec. 3. Said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of and a promise to continue on in business or at work without any lockout or strike until the decision of said Board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application, the Secretary of said Board shall cause public notice to be given of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interetsed in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The Board shall have the power to summon as witness any operative, or expert in the departments of business affected and any person who keeps the records of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the record of wages paid. The Board shall have power to issue subpoenas, and oaths may be administered by the Chairman of the Board.

Sec. 4. Upon the receipt of such application, and after such notice, the Board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the rec-

ords of the Board and published at the discretion of the same in an annual report to be made to the Governor before the first day of March in each year.

Sec. 5. Said decision shall be binding upon the parties who join in said application for six months or until either party has given the other notice in writing of his or their intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting in three conspicuous places in the shop or factory where they work.

Sec. 6. Whenever it shall come to the knowledge of the State Board that a strike or lockout is seriously threatened in the State, involving an employer and his employes, if he is employing not less than twenty-five persons, it shall be the duty of the State Board to put itself in communication, as soon as may be, with such employer or employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State Board.

Sec. 7. The members of the said Board shall each receive a salary of $1,500 a year, and necessary traveling expenses, to be paid out of the treasury of the State, upon bills of particulars approved by the Governor.

Sec. 8. Any notice or process issued by the State Board of Arbitration shall be served by any sheriff, coroner or constable to whom the same may be directed or in whose hands the same may be placed for service.

Sec. 9. Whereas, an emergency exists, therefore it is enacted that this act shall take effect and be in force from and after its passage.

UTAH.

Section 1. As soon as this act shall be approved, the Governor, by and with the consent of the Senate, shall appoint three persons, not more than two or whom shall belong to the same political party, who shall be styled a State Board of Labor, Conciliation and Arbitration, to serve as a State Board of Labor, Conciliation and Arbitration, one of whom and only one of whom shall be an employer of labor, and only one of whom shall be an employe, and the latter shall be selected from some labor organization, and the third shall be some person who is neither an employe nor an employer of manual labor, and who shall be Chairman of the Board. One to serve for one year, one for three years and one for five years, as may be designated by the Governor at the time of their appointment, and at the expiration of their terms, their successors shall be appointed in like manner for the term of four years. If a vacancy occurs at any time, the Governor shall, in the same manner appoint some one to serve the unexpired term and until the appointment and qualification of his successor. Each member of the said Board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof.

Sec. 2. The Board shall at once organize by selecting from its members a Secretary, and they shall, as soon as possible after such organization, establish suitable rules of procedure.

Sec. 3. When any controversy or difference, not involving questions which may be the subject of an action at law or bill in equity, exists between an employer (whether an individual, copartnership or corporation) employing not less than ten persons, and his employes, in this State, the Board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute, and make a careful inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof.

Sec. 4. This decision shall at once be made public, shall be recorded upon the proper book of record to be kept by the Secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for.

Sec. 5. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until a decision of said Board, if it shall be made within three weeks of the date of filing the said application.

Sec. 6. As soon as may be after receiving said application, the Secretary of said Board shall cause public notice to be given, of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice, notwithstanding such request.

Sec. 7. The Board shall have the power to summon as witnesses by subpoena any operative or expert in the department of business affected, and any person who keeps the records of wages earned in those departments, or any other person, and to administer oaths, and to examine said witnesses and to require the production of books, papers and records. In case of a disobedience to a subpoena the Board may invoke the aid of any court in the State in requiring the attendance and testimony of witnesses and the production of books, papers and documents under the provisions of this section. Any of the district courts of the State, within the jurisdiction of which such inquiry is carried on, may, in case of contumacy or refusal to obey a subpoena issued to any such witness, issue an order requiring such witness to appear before said Board and produce books and papers if so ordered, and give evidence touching the matter in question. Any refusal to obey such order of the court may be punished by such court as a contempt thereof.

Sec. 8. Upon the receipt of such application and after such notice, the Board shall proceed as before provided and render a written decision, and the findings of the majority shall constitute the decision of the Board, which decision shall be open to public inspection, shall be recorded upon the records of the Board and published in an annual report to be made to the Governor before the first day of March in each year.

Sec. 9. Said decision shall be binding upon the parties who join in said application, or who have entered their appearance before said Board, until either party has given the other notice in writing of his or their intention not to be bound by the same, and for a period of 90 days thereafter. Said notice may be given to said employes by posting in three conspicuous places where they work.

Sec. 10. Whenever it shall come to the knowledge of the State Board that a strike or lockout is seriously threatened in the State involving any employer and his employes, if he is employing not less than ten persons, it shall be the duty of the State Board to put itself into communication as soon as may be, with such employer and employes, and endeavor by mediation to effect an amicable settlement between them and endeavor to persuade them to submit the matters in dispute to the State Board.

Sec. 11. The members of said Board shall each receive a per diem of three dollars for each day's service while actually engaged in the hearing of any controversy between any employer and his employes, and five cents per mile for each mile necessarily traveled in going to and returning from the place where engaged in hearing such controversy, the same to be paid by the parties to the controversy, appearing before said Board, and the members of said Board shall receive no compensation or expenses for any other service performed under this act.

Sec. 12. Any notice or process issued by the State Board of Arbitration shall be served by any sheriff, to whom the same may be directed, or in whose hands the same may be placed for service without charge.

INDIANA.

Section 1. That there shall be, and is hereby, created a commission to be composed of two electors of the State, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

Sec. 2. The members of said Commission shall be appointed by the Governor, by and with the advice and consent of the Senate, and shall hold office for two years and until their successors shall have been appointed and qualified. One of said Commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said Commissioners shall have been for not less than

ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said Commissioners shall be less than forty years of age: they shall not be members of the same political party, and neither of them shall hold any other State, county, or city office in Indiana during the term for which he shall be appointed. Each of said Commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly, and faithfully discharge his duties as such Commissioner.

Sec. 3. Said Commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a Secretary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and his traveling expenses for every day spent by him in the discharge of duty away from Indianapolis.

Sec. 4. It shall be the duty of said Commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott, or other labor complication in this State affecting the labor or employment of fifty persons or more to go to the place where such complication exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

Sec. 5. For the purpose of arbitration under this act, the Labor Commissioners and the Judge of the Circuit Court, of the county in which the business in relation to which the controversy shall arise, shall have been carried on shall constitute a Board of Arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employes in the arbitration agreement. If the parties to the controversy are a railroad company and employes of the company engaged in the running of trains, any terminal within this State, of the road, or any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the Judge of the Circuit Court to act as a member of the Board of Arbitration.

Sec. 6. An agreement to enter into arbitration under this act shall be in writing and shall state the issue to be submitted and decided and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and execution of the agreement in the name of the employer by any agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen shall bind the employer. On the part of the employes, the agreement may be signed by them in their own person, not less than

two-thirds of those concerned in the controversy signing, or it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employes concerned in the controversy at which not less than two-thirds of all such employes shall be present, which election and the fact of the presence of the required number of employes at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement. If the employes concerned in the controversy, or any of them, shall be members of any labor union or workingmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employes represented by committee as hereinbefore provided.

Sec. 7. If upon any occasion calling for the presence and intervention of the Labor Commissioners under the provisions of this act, one of said Commissioners shall be present and the other absent, the Judge of the Circuit Court of the county in which the dispute shall have arisen, as defined in section five, shall, upon the application of the Commissioners present, appoint a Commissioner pro tem. in the place of the absent Commissioner, and such Commissioner pro tem. shall exercise all the powers of a Commissioner under this act until the termination of the duties of the Commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other Commissioners. Such Commissioner pro tem. shall represent and be affiliated with the same interests as the absent Commissioner.

Sec. 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court room of the Circuit Court, or such other place as shall be provided by the County Commissioners of the county in which the hearing is had. The Circuit Judge shall be the presiding member of the Board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the Sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the Circuit Courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the Board summarily and without extended argument. The sittings shall be open and public, or with closed doors, as the Board shall direct. If five members are sitting as such Board three members of the Board agreeing shall have power to make an award, otherwise, two. The Secretary of the Commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the Commission shall direct.

Sec. 9. The arbitrators shall make their award in writing and deliver the same with an arbitration agreement and their oath as arbitrators to the Clerk of the Circuit Court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employes. A copy of all the papers shall also be preserved in the office of the Commission at Indianapolis.

Sec. 10. The Clerk of the Circuit Court shall record the papers delivered to him as directed in the last preceding section, in the order book of the Circuit Court. Any person who was a party to the arbitration proceedings may present to the Circuit Court of the county in which the hearing was had, or the Judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the Court or Judge thereof in vacation shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the Sheriff as other process. Upon return made to the rule the Judge or Court, if in session, shall hear and determine the questions presented and make such order or orders directed to the parties before him in personam, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of wilful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employes who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

Sec. 11. The Labor Commission, with the advice and assistance of the Attorney-General of the State, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

Sec. 12. Any employer and his employes, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a Board of Arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

Sec. 13. In all cases arising under this act requiring the attendance of a Judge of the Circuit Court as a member of an Arbitration Board, such duty shall have precedence over any other business pending in this

court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other Circuit Judge, or Judge of a Superior or the Appellate or Supreme Court to sit in the Circuit Court in his place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to Judges appointed to sit in case of change of Judge in civil actions. In case the Judge of the Circuit Court, whose duty it shall become under this act to sit upon any Board of Arbitrators shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such Judge to call in and appoint some other Circuit Judge, or some Judge of a Superior Court, or the Appellate or Supreme Court, to sit upon such Board of Arbitrators, and such appointed Judge shall have the same power and perform the same duties as member of the Board of Arbitration as are by this act vested in and charged upon the Circuit Judge regularly sitting, and he shall receive the same compensation now provided by law to a Judge sitting by appointment upon a change of Judge in civil cases, to be paid in the same way.

Sec. 14. If the parties to any such labor controversy as is defined in section four of this act shall have failed at the end of five days after the first communication of said Labor Commission with them to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the Labor Commission to proceed at once to investigate the facts attending the disagreement. In this investigation the Commission shall be entitled, upon request, to the presence and assistance of the Attorney-General of the State, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the Commission. For the purpose of such investigation the Commission shall have power to issue subpoenas, and each of the Commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under the seal of the Commission and signed by the Secretary of the Commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be served and returned as other process by any Sheriff or Constable in the State. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the Circuit Court of the county within which the subpoena was issued, or the Judge thereof in vacation, shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpoena, or testify as required by the Commission, or be adjudged guilty of contempt, and in such proceedings such court, or the Judge thereof in vacation, shall be empowered to compel obedience to such subpoena as in the case of subpoena issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the Labor Commission under this section shall be paid $1 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

Sec. 15. Upon the completion of the investigation authorized by the last preceding section, the Labor Commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the Governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable, such report shall be printed under the direction of the Commission and a copy shall be supplied to any one requesting the same.

Sec. 16. Any employer shall be entitled, in his response to the inquiries made of him by the Commission in the investigation provided for in the two last preceding sections, to submit in writing to the Commission, a statement of any facts material to the inquiry, the publicaion of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

Sec. 17. Said Commissioners shall receive a compensation of ten dollars each per diem for the time actually expended, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a Board of Arbitration chosen by the parties under the provisions of this act shall receive the same compensation for the days occupied in service upon the Board. The Attorney-General, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the Commission. Such compensation and expenses shall be paid by the Treasurer of State upon warrants drawn by the Auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the Commissioners, shall be certified as correct by the Commissioners, or one of them, and the accounts of the Commissioners shall be certified by the Secretary of the Commission. It is hereby declared to be the policy of this act that the arbitrations and investigations provided for in it shall be conducted with all reasonable promptness and dispatch, and no member of any Board of Arbitration shall be allowed payment for more than fifteen days' service in any one arbitration, and no Commissioner shall be allowed payment for more than ten days' service in the making of the investigation provided for in section fourteen and sections following.

Sec. 18. For the payment of the salary of the Secretary of the Commission, the compensation of the Commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the Treasury not otherwise appropriated, the sum of five thousand dollars for the year 1897 and five thousand dollars for the year 1898.

IDAHO.

Section 1. The Governor, with the advice and consent of the Senate, shall, on or before the fourth day of March, eighteen hundred and ninety-seven, appoint three competent persons to serve as a State Board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor; one of them shall be selected from some labor organization and not an employer of labor; the third shall be appointed upon the recommendation of the other two; Provided, however, That if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the Governor. On or before the fourth day of March, eighteen hundred and ninety-seven, the Governor, with the advice and consent of the Senate, shall appoint three members of said Board in the manner above provided; one to serve for six years; one for four years; and one for two years; or until their respective successors are appointed; and on or before the fourth day of March of each year during which the Legislature of this State is in its regular biennial session thereafter, the Governor shall in the same manner appoint one member of said Board to succeed the member whose term then expires and to serve for the term of six years, or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said Board. Each member of said Board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their members as chairman. Said Board shall choose one of its members as Secretary and may also appoint and remove a Clerk of the Board, who shall receive pay only for time during which his services are actually required and that at a rate of not more than four dollars per day during such time as he may be employed.

Sec. 2. The Board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the Governor and Senate.

Sec. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town or village or county in this State, the Board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the Secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the County Recorder of the county where such business is carried on.

Sec. 4. Said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties and shall contain a concise statement of the grievance complained of, and a promise to continue in the business or at work without any lockout or strike until the decision of said Board, if it shall be made in three weeks of the date of filing said application, when an application is signed by an agent claiming to represent a majority of such employes, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said Board. As soon as may be after the receipt of said application, the Secretary of said Board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request be made, notice shall be given to the parties interested in such manner as the Board may order and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further thereupon without the written consent of the adverse party. The Board shall have the power to summons as witness any operative in the departments of business affected, and any person, who keeps the records of wages earned in those departments and to examine them under oath and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the Board.

Sec. 5. Upon the receipt of such application and after such notice, the Board shall proceed as before provided and render a written decision which shall be open to public inspection, shall be recorded upon the Records of the Board and published at the discretion of the same, in an annual report to be made to the Governor of the State on or before the first day of February of each year.

Sec. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting the same in three conspicuous places in the shop or factory, mill or at the mine where they work or are employed.

Sec. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing to a local board of arbitration and conciliation. Such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Such board shall, in respect to the matters referred to it, have and exercise all the powers which the State Board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission.

The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the State Board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the recorder of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the State Board. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the Board of Commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration, whenever it is made to appear to the Mayor of a city or the Board of Commissioners of a county that a strike or lockout such as described in section eight of this act is seriously threatened or actually occurs, the Mayor of such city or the Board of Commissioners of such county shall at once notify the State Board of the facts.

Sec. 8. Whenever it shall come to the knowledge of the State Board, either by notice from the Mayor of a city or the Board of Commissioners of a county, as provided in the preceding section or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any county or town of the State, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of the strike or lockout was employing not less than twenty-five persons in the same general line of business in any county or town in the State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them; Provided, That a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State Board; and said State Board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by section three of this act.

Sec. 9. Witnesses summoned by the State Board shall be allowed the sum of fifty cents for each attendance, and the sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the Board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the Board, and for such purpose the Board shall be entitled to draw from the treasury of the State for the payment thereof any of the unappropriated moneys of the State.

Sec. 10. The members of said State Board shall be paid six dollars per day for each day that they are actually engaged in the performance

of their duties, to be paid out of the treasury of the State, and they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the State.

COLORADO.

Section 1. There shall be established a State Board of Arbitration consisting of three members, which shall be charged, among other duties provided by this act, with the consideration and settlement by means of arbitration, conciliation and adjustment, when possible, of strikes, lockouts and labor or wage controversies arising between employers and employes.

Sec. 2. Immediately after the passage of this act the Governor shall appoint a State Board of Arbitration, consisting of three qualified resident citizens of the State of Colorado and above the age of thirty years. One of the members of said Board shall be selected from the ranks of active members of bona fide labor organizations of the State of Colorado, and one shall be selected from active employers of labor or from organizations representing employers of labor. The third member of the Board shall be appointed by the Governor from a list which shall not consist of more than six names selected from entirely disinterested ranks submitted by the two members of the Board above designated. If any vacancy should occur in said Board, the Governor shall, in the same manner, appoint an eligible citizen for the remainder of the term, as hereinbefore provided.

Sec. 3. The third member of said Board shall be Secretary thereof, whose duty it shall be, in addition to his duties as a member of the Board, to keep a full and faithful record of the proceedings of the Board and perform such clerical work as may be necessary for a concise statement of all official business that may be transacted. He shall be the custodian of all documents and testimony of an official character relating to the business of the Board; and shall also have, under direction of a majority of the Board, power to issue subpoenas, to administer oaths to witnesses cited before the Board, to call for and examine books, papers and documents necessary for examination in the adjustment of labor differences, with the same authority to enforce their production as is possessed by courts of record or judges thereof in this State.

Sec. 4. Said members of the Board of Arbitration shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. The Secretary of State shall set apart and furnish an office in the State Capitol for the proper and convenient transaction of the business of said Board.

Sec. 5. Whenever any grievance or dispute of any nature shall arise between employer and employes, it shall be lawful for the parties to submit the same directly to said Board, in case such parties elect to do so,

and shall jointly notify said Board or its Clerk in writing of such desire. Whenever such notification is given it shall be the duty of said Board to proceed with as little delay as possible to the locality of such grievance or dispute, and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereupon submit to the said Board, in writing, clearly and in detail, their grievances and complaints and the cause or causes therefor, and severally agree in writing to submit to the decision of said Board as to the matters so submitted, promising and agreeing to continue on in business or at work, without a lockout or strike until the decision is rendered by the Board, providing such decision shall be given within ten days after the completion of the investigation. The Board shall thereupon proceed to fully investigate and inquire into the matters in controversy and to take testimony under oath in relation thereto; and shall have power under its Chairman or Clerk to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers in like manner and with the same powers as provided for in section three of this act.

Sec. 6. After the matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The Clerk of said Board shall file four copies of such decision, one with the Secretary of State, a copy served to each of the parties to the controversy, and one copy retained by the Board.

Sec. 7. Whenever a strike or lockout shall occur or seriously threaten in any part of the State, and shall come to the knowledge of the members of the Board, or any one thereof, by a written notice from either of the parties to such threatened strike or lockout, or from the Mayor or Clerk of the city or town, or from the Justice of the Peace of the district where such strike or lockout is threatened, it shall be their duty, and they are hereby directed, to proceed as soon as practicable to the locality of such strike or lockout and put themselves in communication with the parties to the controversy and endeavor by mediation to effect an amicable settlement of such controversy, and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy; and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers in like manner and with the same powers as is authorized by section three of this act.

Sec. 8. The fees of witnesses before said Board of Arbitration shall be two dollars ($2.00) for each day's attendance, and five (5) cents per mile over the nearest traveled routes in going to and returning from the place where attendance is required by the Board. All subpoenas shall be signed by the Secretary of the Board and may be served by any person of legal age authorized by the Board to serve the same.

Sec. 9. The parties to any controversy or difference as described in Section 5 of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the

two arbitrators so designated may choose a third who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the State Board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matter submitted to it, but it may ask and receive the advice and assistance of the State Board. Such local board shall render its decision in writing, within ten days after the close of any hearing held by it, and shall file a copy thereof with the Secretary of the State Board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved by the Mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration: Provided, That when such hearing is held at some point having no organized town or city government, in such case the costs of such hearing shall be paid jointly by the parties to the controversy: Provided, further, That in the event of any local board of arbitration or a majority thereof failing to agree within ten (10) days after any case being placed in their hands, the State Board shall be called upon to take charge of said case as provided by this act.

Sec. 10. Said State Board shall report to the Governor annually, on or before the fifteenth day of November in each year, the work of the Board, which shall include a concise statement of all cases coming before the Board for adjustment.

Sec. 11. The Secretary of State shall be authorized and instructed to have printed for circulation one thousand (1,000) copies of the report of the Secretary of the Board, provided the volume shall not exceed four hundred (400) pages.

Sec. 12. Two members of the Board of Arbitration shall each receive the sum of five hundred dollars ($500) annually, and shall be allowed all money actually and necessarily expended for traveling and other necessary expenses while in the performance of the duties of their office. The member herein designated to be the Secretary of the Board shall receive a salary of twelve hundred dollars ($1,200) per annum. The salaries of the members shall be paid in monthly installments by the State Treasurer upon the warrants issued by the Auditor of the State. The other expenses of the Board shall be paid in like manner upon approved vouchers signed by the Chairman of the Board of Arbitration and the Secretary thereof.

Sec. 13. The terms of office of the members of the Board shall be as follows: That of the members who are to be selected from the ranks of labor organizations and from the active employers of labor shall be for two years, and thereafter every two years the Governor shall appoint one from each class for the period of two years. The third member of the Board shall be appointed as herein provided every two years. The Governor shall have power to remove any members of said Board for cause and fill any vacancy occasioned thereby.

Sec. 14. For the purpose of carrying out the provisions of this act there is hereby appropriated out of the General Revenue Fund the sum of seven thousand dollars for the fiscal years 1897 and 1898, only one-half of which shall be uesd in each year, or so much thereof as may be necessary, and not otherwise appropriated.

Sec. 15. In the opinion of the General Assembly an emergency exists; therefore, this act shall take effect and be in force from and after its passage.

WYOMING.

Article V of the Constitution of Wyoming has the following provisions for the arbitration of labor disputes:

Sec. 28. The Legislature shall establish Courts of Arbitration, whose duty it shall be to hear and determine all differences and controversies between organizations or associations of laborers and their employers, which shall be submitted to them in such manner as the Legislature may provide.

Sec. 30. Appeals from decisions of compulsory Boards of Arbitration shall be allowed to the Supreme Court of the State, and the manner of taking such appeals shall be prescribed by law.

IOWA.

Section 1. That the District Court of each county, or a Judge thereof in vacation, shall have power, and upon the presentation of a petition, or of the agreement hereinafter named, it shall be the duty of said court, or a Judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

Sec. 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry: Provided, That at the time the petition is presented, the Judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

Sec. 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of employers and workmen, the Judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the District Court of the county in which the petition originated.

Sec. 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, or mining industry, or business, who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the Judge or Court that licensed said tribunal, from three names, presented by the members of the tribunal remaining in that class, in which the vacancies occur. The removal of any member to an adjoining county shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place shall only be filled by the mutual choice of the whole of the representatives, of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

Sec. 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen or their representatives. The exact number which shall in each case constitute the tribunal shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

Sec. 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court house or elsewhere for the use of said tribunal shall be provided by the County Board of Supervisors.

Sec. 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and in-

vestigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute: Provided, That the tribunal may unanimously direct that instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts and such accountant shall be sworn to well and truly examine such books, documents and accounts as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing, and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute shall not be permitted to appear or to take part in any of the proceedings of the tribunal, or before the umpire.

Sec. 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence, or other questions in conducting the inquiries there pending, shall be final. Committees of the tribunal consisting of an equal number of each class may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear, and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had not been referred. The said tribunal in connection with the said umpire shall have power to make or ordain and enforce rules for the government of the body when in session to enable the business to be proceeded with, in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute nor with any of the provisions of the Constitution and Laws of Iowa.

Sec. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing, shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the District Court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same.

Sec. 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

"To the District Court of.....County (or to a Judge thereof, as the case may be):

"The subscribers hereto being the number, and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry) trade, and having agreed upon A, B, C, D and E representing the employers, and G, H, I, J and K representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the.....trade may be issued to said persons named above."

EMPLOYERS.	Names.	Residence.	Works.	Number Employed.

EMPLOYES.	Names.	Residence.	By Whom Employed.

Sec. 11. The license to be issued upon such petition may be as follows: "State of Iowa, ...County, ss.:

"Whereas, The joint petition or agreement of four employers (or representatives of a firm or corporation or individual employing twenty men as the case may be), and twenty workmen have been presented to this Court (or if to a Judge in vacation so state), praying the creation of a tribunal of voluntary arbitration for the settlement of disputes in the workman trade within this county and naming A, B, C, D and E representing the employers, and G, H, I, J and K representing the workmen. Now in pursuance of the statute for such case made and provided said named persons are hereby licensed, and authorized to be, and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers and workmen for the period of one year from this date, and they shall meet and organize on the.....day of.....A. D. .....at.....

"Signed this.....day of....., A. D.....

"Clerk of the.....District Court of.....County."

Sec. 12. When it becomes necessary to submit a matter in controversy to the umpire it may be in form as follows:

"We, A, B, C, D and E representing employers, and G, H, I, J and K representing workmen, composing a tribunal of voluntary arbitration, hereby submit, and refer unto the umpirage of L (the umpire of the tri-

bunal' of the.....trade) the following subject-matter, viz.: (Here state full and clear the matter submitted), and we hereby agree that his decision and determination upon the same shall be binding upon us, and final, and conclusive upon the questions thus submitted, and we pledge ourselves to abide by, and carry out the decision of the umpire when made.

"Witness our names this.....day of.....A. D.....

"(Signatures).....

"......"

Sec. 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court.

KANSAS.

Section 1. That the District Court of each county, or a Judge thereof in vacation, shall have the power, and upon the presentation of a petition as hereinafter provided it shall be the duty of said Court or Judge to issue a license or authority for the establishment within and for any county within the jurisdiction of said Court, of a tribunal for voluntary arbitration and settlements of disputes between employers and employed in the manufacturing, mechanical, mining and other industries.

Sec. 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county who are employers within the county: Provided, That at the time the petition is presented, the Judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

Sec. 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the Judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the District Court of the county in which the petition originated.

Sec. 4. Said tribunal shall continue in existence for one year, from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining, or other industry, who may submit their disputes in writing to

such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the Judge or Court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said Court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it: Provided, That said award may be impeached for fraud, accident or mistake.

Sec. 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

Sec. 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the County Commissioners.

Sec. 7. All submission of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

Sec. 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute nor with any of the provisions of the Constitution and Laws of the State: Provided, That the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible, in cases of emergency.

Sec. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are sub-

mitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of a tribunal, when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the District Court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same: Provided, That any such award may be impeached for fraud, accident or mistake.

Sec 10. The form of the petition praying for a tribunal under this act shall be as follows:

"To the District Court of.....County (or a Judge thereof, as the case may be): The subscribers hereto being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of four persons and an umpire, as provided by law."

Sec. 11. This act to be in force and take effect from and after its publication in the official State paper.

PENNSYLVANIA.

Whereas, The great industries of this Commonwealth are frequently suspended by strikes and lockouts, resulting at times in criminal violation of the law and entailing upon the State vast expense to protect life and property and preserve the public peace;

And, whereas, No adequate means exist for the adjustment of these issues between capital and labor, employers and employes, upon an equitable basis where each party can meet together upon terms of equality to settle the rates of compensation for labor and establish rules and regulations for their branches of industry in harmony with law and a generous public sentiment; Therefore,

Section 1. Be it enacted, etc., That whenever any differences arise between employers and employes in the mining, manufacturing or transportation industries of the Commonwealth which cannot be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make applicatoin to the Court of Common Pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a Board of Arbitration to consider, arrange and settle all matters at variance between them which must be fully set forth in the application, such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both,

if the application is made jointly by the parties; such applicants to be citizens of the United States, and the said application shall be filed with the record of all proceedings had in consequence thereof among the records of said court.

Sec. 2. That when the application duly authenticated has been presented to the Court of Common Pleas, as aforesaid, it shall be lawful for said Court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators in order to preserve the public peace, or promote the interests and harmony of labor and capital, to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county of good character and familiar with all matters in dispute to serve as members of the said Board of Arbitration which shall consist of nine members all citizens of this Commonwealth; as soon as the said members are appointed by the respective parties to the issue, the Court shall proceed at once to fill the Board by the selection of three persons from the citizens of the county of well-known character for probity and general intelligence, and not directly connected with the interests of either party to the dispute, one of whom shall be designated by the said Judge as President of the Board of Arbitration.

Where but one party makes application for the appointment of such Board of Arbitration the Court shall give notice by order of Court to both parties in interest, requiring them each to appoint three persons as members of said Board within ten days thereafter, and in case either party refuse or neglects to make such appointment the Court shall thereupon fill the Board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said Board of Arbitration.

The said Court shall also appoint one of the members thereof Secretary to the said Board, who shall also have a vote and the same powers as any other member, and shall also designate the time and place of meeting of the said Board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

Sec. 3. That when the Board of Arbitrators has been thus appointed and constituted, and each member has been sworn or affirmed and the papers have been submitted to them, they shall first carefully consider the records before them and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consumated after which their proceedings shall be public. The President of the Board shall have full authority to preserve order at the sessions and may summon or appoint officers to assist, and in all ballotings he shall have a vote. It shall be lawful for him at the request of any two members of the Board to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any matter before the Board, and for any wilful failure to appear and testify before said Board, when requested by the said Board, the person or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the Court of Quarter Sessions of the county where the offence

is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the Court.

Sec. 4. That as soon as the Board is organized the President shall announce that the sessions are opened and the variants may appear with the attorneys and counsel, if they so desire, and open their case, and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employes shall stand as plaintiff in the case, each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said Board in arriving at their conclusions, and the decision of the said Board shall be final and conclusive of all matters brought before them for adjustment, and the said Board of Arbitration may adjourn from the place designated by the Court for holding its sessions, when it deems it expedient to do so, to the place or places where the dispute arises and hold sessions and personally examine the workings and matters at variance to assist their judgment.

Sec. 5. That the compensation of the members of the Board of Arbitration shall be as follows, to wit: each shall receive four dollars per diem and ten cents per mile both ways between their homes and the place of meeting by the nearest comfortable routes of travel to be paid out of the treasury of the county where the arbitration is held, and witnesses shall be allowed from the treasury of the said county the same fees now allowed by law for similar services.

Sec. 6. That the Board of Arbitrators shall duly execute their decision which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereon and attested by the Secretary, and their decisions, together with all the papers and minutes of their proceedings, shall be returned to and filed in the Court aforesaid for safe-keeping.

Sec. 7. All laws and parts of laws inconsistent with the provisions of this act be and the same are hereby repealed.

TEXAS.

Section 1. Be it enacted by the Legislature of the State of Texas, That whenever any grievance or dispute of any nature, growing out of the relation of employer and employes, shall arise or exist between employer and employes, it shall be lawful upon mutual consent of all parties, to submit all matters respecting such grievance or dispute in writing to a Board of Arbitrators to hear, adjudicate, and determine the same. Said Board shall consist of five (5) persons. When the employes concerned in such grievance or dispute as the aforesaid are members in good standing of any labor organization which is represented by one or more delegates in a central body, the said central body shall have power to designate two

(2) of said arbitrators, and the employer shall have the power to designate two (2) others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be Chairman of the Board. In case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not resented in a central body, then the organization of which they are members shall designate two members of said Board, and said Board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said Board, and said Board shall be organized as hereinbefore provided: Provided, that when the two arbitrators selected by the respective parties to the controversy, the District Judge of the district having jurisdiction of the subject matter shall, upon notice from either of said arbitrators that they have failed to agree upon the fifth arbitrator, appoint said fifth arbitrator.

Sec. 2. That any Board as foresaid selected may present a petition in writing to the District Judge of the county where such grievance or dispute to be arbitrated may arise, signed by a majority of said Board, setting forth in brief terms the facts showing their due and regular appointment, and the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such Judge establishing and approving of said Board of Arbitration. Upon the presentation of said petition it shall be the duty of said Judge, if it appear that all requirements of this act have been complied with, to make an order establishing such Board of Arbitration and referring the matters in dispute to it for hearing, adjudication and determination. The said petition and order, or a copy thereof, shall be filed in the office of the District Clerk of the county in which the arbitration is sought.

Sec. 3. That when a controversy involves and affects the interests of two or more classes or grades of employes belonging to different labor organizations, or of individuals who are not members of a labor organization, then the two arbitrators selected by the employes shall be agreed upon and selected by the concurrent action of all such labor organizations, and a majority of such individuals who are not members of a labor organization.

Sec. 4. The submission shall be in writing, shall be signed by the employer or receiver and the labor organization representing the employes, or any laborer or laborers to be affected by such arbitration who may not belong to any labor organization, shall state the question to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate as follows:

1. That pending the arbitration the existing status prior to any disagreement or strike shall not be changed.

2. That the award shall be filed in the office of the clerk of the District Court of the county in which said Board of Arbitration is held, and shall be final and conclusive upon both parties, unless set aside for error of law, appearent on the record.

3. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit.

4. That the employes dissatisfied with the award shall not by reason of such dissatisfaction quit the service of said employer or receiver before the expiration of thirty days, nor without giving said employer or receiver thirty days' written notice of their intention so to quit.

5. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same parties shall be had until the expiration of said one year.

Sec. 5. That the arbitrators so selected shall sign a consent to act as such and shall take and subscribe an oath before some officer authorized to administer the same to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the Clerk of the District Court wherein such arbitrators are to act. When said Board is ready for the transaction of business it shall select one of its members to act as Secretary and the parties to the dispute shall receive notice of a time and place of hearing, which shall be not more than ten days after such agreement to arbitrate has been filed.

Sec. 6. The Chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers and for the attendance of witnesses to the same extent that such power is possessed by the Court of Record or the Judge thereof in this State. The Board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournment, and shall herein examine such witnesses as may be brought before the Board, and such other proof as may be given relative to the matter in dispute.

Sec. 7. That when said Board shall have rendered its adjudication and determination its powers shall cease, unless there may be at the time in existence other similar grievances or disputes between the same class of persons mentioned in section 1, and in such case such persons may submit their differences to said Board, which shall have power to act and adjudicate and determine the same as fully as if said Board was originally created for the settlement of such difference or differences.

Sec. 8. That during the pendancy or arbitration under this act it shall not be lawful for the employer or receiver party to scuh arbitration, nor his agent, to discharge the employes parties thereto, except for inefficiency, violation of law, or neglect of duty, or where reduction of force is necessary, nor for the organization representing such employes to order, nor for the employes to unite in, aid or abet strikes or boycotts against such employer or receiver.

Sec. 9. That each of the said Board of Arbitrators shall receive three dollars per day for every day in actual service, not to exceed ten (10) days, and traveling expenses not to exceed five cents per mile actually traveled in getting to or returning from the place where the Board is in session. That the fees of witnesses of aforesaid Board shall be fifty cents for each day's attendance and five cents per mile traveled by the

nearest route to and returning from the place where attendance is required by the Board. All subpoenas shall be signed by the Secretary of the Board and may be served by any person of full age authorized by the Board to serve the same. That the fees and mileage of witnesses and the per diem and traveling expenses of said arbitrators shall be taxed as costs against either or all of the parties to such arbitration, as the Board of Arbitrators may deem just, and shall constitute part of their award, and each of the parties to said arbitration shall, before the arbitration (arbitrators) proceed to consider the matters submitted to them, give a bond, with two or more good and sufficient sureties in an amount to be fixed by the Board of Arbitration, conditioned for the payment of all the expenses connected with the said arbitration.

Sec. 10. That the award shall be made in triplicate. One copy shall be filed in the District Clerk's office, one copy shall be given to the employer or receiver, and one copy to the employes or their duly authorized representative. That the award being filed in the Clerk's office of the District Court, as hereinbefore provided, shall go into practical operation and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent on the record, in which case said award shall go into practical operation and judgment rendered accordingly when such exceptions shall have been fully disposed of by either said District Court or on appeal therefrom.

Sec. 11. At the expiration of ten days from the decision of the District Court upon exceptions taken to said award as aforesaid, judgment shall be entered in accordance with said decision, unless during the said ten days either party shall appeal therefrom to the Court of Civil Appeals holding jurisdiction thereof. In such case only such portion of the record shall be transmitted to the Appellate Court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided. The determination of said Court of Civil Appeals upon said questions shall be final, and being certified by the Clerk of said Court of Civil Appeals, judgment pursuant thereto shall thereupon be entered by said District Court. If exceptions to an award are finally sustained, judgment shall be entered setting aside the award; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment, when entered, shall have the same force and effect as judgment entered upon an award.

Sec. 12. The near approach of the end of the session, and the great number of bills requiring the attention of the Legislature, creates an imperative public necessity and an emergency that the constitutional rule requiring bills to be read in each house on three several days be suspended, and it is so suspended.

MARYLAND.

Section 1. Be it enacted by the General Assembly of Maryland, That whenever any controversy shall arise between any corporation incorporated by this State in which this State may be interested as a stockholder or creditor, and any persons in the employment or service of such corporation, which, in the opinion of the Board of Public Works, shall tend to impair the usefulness or prosperity of such corporation, the said Board of Public Works shall have power to demand and receive a statement of the grounds of said controversy from the parties to the same; and if, in their judgment, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said Board of Public Works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same may be finally settled and determined; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said Board of Public Works to examine into and ascertain the cause of said controversy, and report the same to the next General Assembly.

Sec. 2. And be it enacted, That all subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employes, employed by them in any trade or manufacturer, may be settled and adjusted in the manner hereintofore mentioned.

Sec. 3. And be it further enacted, That whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say: Where the party complaining and the party complained of shall come before, or agree by any writing under their hands, to adibe by the determination of any judge or justice of the peace, it shall and may be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties; but if such parties shall not come before, or so agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this act, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute, and such judge or justice of the peace shall then and there propose not less than two nor more than four persons, one-half of whom shall be employers and the other half employes, acceptable to the parties to the dispute, respectively, who together with such judge or justice of the peace, shall have full power finally to hear and determine such dispute.

Sec. 4. And be it further enacted, That in all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a different mode to the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties.

Sec. 5. And be it further enacted, That it shall be lawful in all cases for an employer or employe, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

Sec. 6. And be it further enacted, That every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or nonsuit; and every award made by arbitrators appointed by any judge or justice of the peace under these provisions of this statute, shall be returned by said arbitrator to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as is said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgement of said court, and execution thereon shall be awarded as upon verdict, confession or nonsuit; in the manner provided in article seven of the Public General Laws of Maryland; and in all proceedings under this act, whether before a judge or justice of the peace, or arbitrators, costs shall be taxed as are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon and if it shall appear to the court within that ime that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon.

MISSOURI.

Section 1. Upon information furnished by an employer of laborers, or by a committee of employes, or from any other reliable source, that a dispute has arisen between employers and employes, which dispute may result in a strike or lockout, the Commissioner of Labor Statistics and Inspection shall at once visit the place of dispute and seek to mediate between the parties, if, in his discretion it is necessary so to do.

Sec. 2. If a mediation can not be effected, the Commissioner may at his discretion direct the formation of a Board of Arbitration, to be com-

posed of two employers and two employes engaged in a similar occupation to the one in which the dispute exists, but who are not parties to the dispute, and the Commissioner of Labor Statistics and Inspection, who shall be President of the Board.

Sec. 3. The Board shall have power to summon and examine witnesses and hear the matter in dispute, and, within three days after the investigation, render a decision thereon, which shall be published, a copy of which shall be furnished each party in dispute, and shall be final, unless objections are made by either party within five days thereafter: Provided, that the only effect of the investigation herein provided for shall be to give the facts leading to such dispute to the public through an unbiased channel.

Sec. 4. In no case shall a Board of Arbitration be formed when work has been discontinued, either by action of the employer or the employes; should, however, a lockout or strike have occurred before the Commissioner of Labor Statistics could be notified, he may order the formation of a Board of Arbitration upon resumption of work.

Sec. 5. The Board of Arbitration shall appoint a clerk at each session of the Board, who shall receive three dollars per day for his services, to be paid, upon approval by the Commissioner of Labor Statistics, out of the fund appropriated for expenses of the bureau of labor statistics.

NORTH DAKOTA.

Chapter 46, of the Acts of 1890, defining the duties of the Commissioner of Agriculture and Labor, has the following:

Section 7. If any difference shall arise between any corporation or person, employing twenty-five or more employes, and such employes threatening to result, or resulting in a strike on the part of such employes, or a lockout on the part of such employer, it shall be the duty of the Commissioner, when requested so to do by fifteen or more of said employes, or by the employers, to visit the place of such disturbance and diligently seek to mediate between such employer and employes.

NEBRASKA.

The law creating the Bureau of Labor and Industrial Statistics of the State of Nebraska, makes the following provision:

Sec. 4. The duties of said Commissioner shall be to collect, collate and publish statistics and facts relative to manufacturers, industrial classes, and material resources of the State, and especially to examine into the relations between labor and capital; the means of escape from

fire and protection of life and health in factories and workshops, mines and other places of industries; the employment of illegal child labor; the exaction of unlawful hours of labor from an employe; the educational, sanitary, moral and financial condition of laborers and artisans; the cost of food, fuel, clothing and building material; the causes of strikes and lockouts, as well as kindred subjects and matters pertaining to the welfare of industrial interests and classes.

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